#### **Crystal Garcia**

From: Elias J. Martinez <eliasj.martinez@k12espanola.org>

Sent: Wednesday, January 15, 2014 8:17 AM

To: Sennie Quintana; Esther Romero; Eric Vigil; Regina Martinez; Gilbert Sanchez

Cc: Danny Trujillo; Jeannette Trujillo

Subject: NMPSIA Insurance Questionnaire - FY 14

Attachments: Poms & Associates Student Count - FY 14.mht; Poms & Associates Athletics - FY

14.mht; Poms & Associates Health Providers - FY 14.mht; Poms & Associates Vehicles - FY 14.mht; Poms & Associates Personnel.mht; Poms & Associates New Building

Construction.mht

#### Good Morning,

NMPSIA conducts an Insurance Questionnaire annually to determine the insurance rates each district will pay for the following year. The questionnaire is comprehensive and covers area's such as payroll, athletics, vehicles/school buses, health care providers, employee counts, student membership, and new school construction.

The information the district provides is used to calculate our insurance premiums: it is important that we provide accurate and timely information to minimize our insurance premiums, which typically average well over \$1 million annually.

We need your assistance in completing the enclosed files:

- a. POMS & Associates Student Count Regina Martinez
- b. POMS & Associates Athletics Eric Vigil
- c. POMS & Associates Health Providers Esther Romero
- d. POMS & Associates Vehicles Sennie Quintana
- e. POMS & Associates Personnel Esther Romero
- f. POMS & Associates New Construction Gilbert Sanchez

Please submit the information listed under your name by January 22, 2014. If you have the information before the 22nd, please send it in to my attention as soon as you complete the questionnaire so that I may input into the district's comprehensive survey instrument.

Thank you for your assistance on this annual process and please contact me should you have any questions.

Elias J. Martinez, MBA

Accounting Systems Manager Espanola Public Schools - "Reaching For Excellence" 714 Calle Don Diego Espanola, New Mexico USA 87532 ph. no. (505) 367-3308 email: eliasj.martinez@k12espanola.org

### \*\*\*CONFIDENTIALITY NOTICE\*\*\*

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Please consider the environment before printing this email.

## **Crystal Garcia**

From: Susan Baca-Garcia <sbaca-garcia@pomsassoc.com>

Sent: Tuesday, February 11, 2014 10:31 AM

To: wilfredo.aguilar@k12espanola.org; danny.trujillo@k12espanola.org

Cc: james.dorn@state.nm.us

Subject: Dixon Elementary

Attachments: 2014\_01\_29\_Dixon\_Elementary\_School.pdf

Importance: High

Mr. Trujillo & Mr. Aguilar

Attached is the Loss Control & Safety Audit prepared for Dixon Elementary School by James Dorn, Risk Services Consultant, for the New Mexico Public School Insurance Authority (NMPSIA), on January 29, 2014.

Should you have questions or if we can be of further assistance with safety and/or risk related matters, please feel free to contact Mr. Dorn at (800) 548-3724 or myself at (505) 797-1354.

Thank You,

Susan Baca-Garcia
Administrative Assistant



320 Osuna NE, Suite C-1 • Albuquerque, NM 87107 (505) 797.1354 • (800) 898.6236 • fax (505) 797.1432 sbaca-garcia@pomsassoc.com

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Woodland Hills, CA (800) 578-8802 Albuquerque, NM (800) 898-6236 Centennial, CO (877) 208-9241 Walnut Creek, CA (800) 578-8802



# Poms & Associates

Risk Services

## **NMPSIA**

## **Espanola Public Schools**

Dixon Elementary School

Loss Control & Safety Audit



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#### **EXECUTIVE SUMMARY**

This report contains the findings of an independent Loss Control & Safety Audit of Dixon Elementary School. The audit was conducted on January 29, 2014, on behalf of the Espanola Public Schools, and at the request of NMPSIA.

A photograph and/or an observation, location, recommendation, and/or standard citation may accompany checkmarks in the "No" column of the checklists. Detailed observations and recommendations are found on the pages following the checklists. Information was gathered from onsite physical conditions and from statements made by your organization's staff. Some items marked as "No" or "Unacceptable" may not necessarily be noncompliant with standards; these items are marked as such when ongoing maintenance recommendations are made. In addition, some conditions could not be determined or verified and their acceptability may be marked as "No" or "Unacceptable" in the report. It is your organization's responsibility to determine the acceptability of each condition and to address hazards and concerns.

The photographs are representative of concerns or issues documented during the audit process. These conditions may exist in multiple locations on the same site; therefore, the photographs should be considered representatives of these conditions and not depictions of every instance where these issues were observed. In addition, this report represents the conditions that were apparent at the time of the visit. Hazardous conditions are dynamic in nature and therefore may change, improve, or worsen after completion of the audit process.

The Loss Control & Safety Audit is based upon an overview of the hazards and loss exposures of your organization and its sites. Every part of every building and location is not normally visited. Some areas may not be accessible at the time of the audit or may inadvertently be missed. Your organization is encouraged to act upon the recommendations made in the Loss Control & Safety Audit, with or without photographs, in a timely manner wherever and whenever the conditions may be found within your organization.

Loss control is a daily responsibility of your District's management. NMPSIA's visits and related efforts made by Poms & Associates are not considered or intended by NMPSIA, to be a substitute for all or part of your District's comprehensive loss control program. Any recommendations made by NMPSIA are drawn from information provided by your organization and the conditions observed at the time of the visit. This information does not necessarily address each and every possible loss potential, code, statutory violation, or exception to good practices and procedures. The absence of a comment or recommendation does not necessarily mean that the conditions are a representation of compliance with all acceptable codes and statutes, conformation with good practices and procedures, and/or an absence of loss potential.



The Poms & Associates staff extends its thanks to Wilfredo Aguilar, Principal, and the staff of Dixon Elementary School for their cooperation and assistance during this audit. We welcome any questions or comments. Inquiries regarding the physical locations, findings, or the referenced standards may be addressed to Poms & Associates at (800) 898-6236 or to NMPSIA at 1-800-548-3724.

## **GENERAL CONDITIONS INSPECTION**

Contact: Wilfredo Aguilar, Principal

Auditor: James Dorn

Member Agency: Espanola Public Schools

Client: NMPSIA

Inspection Concluded: January 29, 2014

Hazard Type	Hazard Scope	<b>Hazard Urgency</b>	Capital
1 – Egress Issue	A – Facilities/Planning	I – Immediate	C – Capital
2 - Injury Hazard	B – Custodial or	H – High	NC - Non-
3 – Property Loss	Maintenance	M – Medium	Capital
4 – Regulatory or	C - Policy and/or	L – Low	
Legal Issue	Procedures	O – Ongoing /	
5 – Accepted Best	D – Employee Practices	Preventative	
Practices			

Exter	ior Areas	Yes	No	NA	Priority	Recor	nmendations
1	Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?		Х		2,4 - A,B - N	И - NC	2014-001
2	Is fencing provided, and are fences and gates of an appropriate type and condition?		Х		2,3,4 - A,B - NC	M -	2014-002
Build	ing Conditions	Yes	No	NA	Priority	Recoi	mmendations
4	Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?  Do building structures and finish materials appear to be in good condition and free of visible		x		2,4 - B - O - 3,4 - B - L - 2,5 - B - L - 3,4 - A,B - L	NC NC	2014-003 2014-004 2014-005 2014-006
5	deterioration?  Was the building free of apparent leaks or other obvious water intrusion?		Х		3,4 - B - M -	· NC	2014-007
6	Are floors and floor coverings of an appropriate type and condition?		Х		2,4 - A,B - N	Л - NC	2014-008



Door	s, Exits, and Means of Egress	Yes	No	NA	Priority	Recommendations
7	Are "EXIT" and "NOT AN EXIT" signs installed?		Х		1,4 - A,B - H	I - NC 2014-009
Mec	hanical and Utility Systems	Yes	No	NA	Priority	Recommendations
8	Are electrical panels and utility shutoff switches and valves unobstructed, properly labeled or identified, and protected from tampering; and do visible system components appear to be in good condition?		х		4 - B - M - N	IC 2014-010
9	Are plumbing systems and fixtures in good condition and free from damage or leaking?		Х		2,4 - B - M -	- NC 2014-011
Housekeeping and Storage Practices		Yes	No	NA	Priority	Recommendations
10	Is the premises free of the accumulation of trash, debris, or the unsafe storage of combustibles?		Х		5 - B,D - O -	NC 2014-012
Disa	bled Access	Yes	No	NA	Priority	Recommendations
11	Are an appropriate number of restrooms designed to accommodate persons with disabilities?		Х		2,4 - A,B - L	- NC 2014-013
Gene	eral Conditions – Other	Yes	No	NA	Priority	Recommendations
12	Is the site free of graffiti or other signs of vandalism?		Х		3,5 - B - O -	NC 2014-014
13	Are other general conditions free of apparent hazards or concerns?		Х		2,3,4 - B - N 2,5 - C,D - N 2,4,5 - B - N 3,4 - A,B - C	M - NC 2014-016 M - NC 2014-017



### **GENERAL CONDITIONS INSPECTION RECOMMENDATIONS**

#### **Exterior Areas**

1. Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?

Recommendation Number: 2014-001

#### **Observations:**

- The transition from the asphalt to the concrete areas was uneven.
- These conditions pose trip/fall hazards.

#### **Recommendations:**

 Pavement repairs should be made to provide a smooth transition from the asphalt to the concrete.

- NMAC 6.27.30 Statewide Adequacy Standards
- ADA ADAAG 4.5 Ground and Floor Surfaces



## 2. Is fencing provided, and are fences and gates of an appropriate type and condition?

## Recommendation Number: 2014-002 Observations:

- Portions of the fence were damaged.
  - The fence conditions pose attractive nuisance and injury hazards.

#### **Recommendations:**

- Damaged fencing should be repaired.
- If vandalism or trespassing is an issue, consideration may be given to installing fencing of a different type and height.

- Good Loss Prevention Practices
- IPMC, Section 304 Exterior Structure





### **Building Conditions**

3. Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?

#### **Recommendation Number: 2014-003**

#### **Observations:**

- An accumulation of dirt was visible in the diffusers for some of the overhead lights.
- Some of the light diffusers appeared to be yellowed.

#### **Recommendations:**

 Dirty light fixtures should be cleaned so that illumination is not impaired.

- NMAC 6.27.30 Statewide Adequacy Standards
- IPMC, Section 402 Light





# Recommendation Number: 2014-004 Observations:

Scorched light diffusers were observed.

#### **Recommendations:**

 The lights throughout the site should be inspected and repaired as necessary to ensure that proper lighting is provided.

#### Standards:

■ IPMC, Section 605 - Electrical Equipment



# Recommendation Number: 2014-005 Observations:

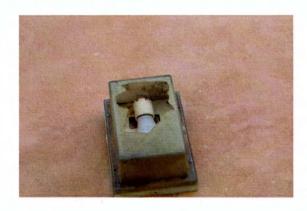
Some of the light fixtures were broken.

#### **Recommendations:**

 The light fixtures throughout the site should be inspected and repaired as necessary to ensure that proper lighting is provided.

#### Standards:

IPMC, Section 605 - Electrical Equipment



# 4. Do building structures and finish materials appear to be in good condition and free of visible deterioration?

## Recommendation Number: 2014-006

#### **Observations:**

- The stucco exterior of one or more buildings was damaged.
- The damaged area exposes the building interior structure to the weather elements, and compromises the building's fire safety.

#### **Recommendations:**

The damaged areas should be repaired.

#### Standards:

IPMC, Section 304 - Exterior Structure







### 5. Was the building free of apparent leaks or other obvious water intrusion?

#### Recommendation Number: 2014-007

#### **Observations:**

- Evidence of leaks and/or other water intrusion was present.
- Water intrusion and the presence of moisture in building materials can foster the growth of mold and mildew.

#### **Recommendations:**

- The source of the water intrusion should be determined and corrective action taken to prevent recurrence.
- Wall coverings, ceiling tiles, floor coverings, and wall and ceiling insulation should be inspected to identify the presence of damage or mold growth. Both exposed and concealed surfaces should be inspected.
- Damaged and contaminated materials should be removed and disposed of in a way that prevents their continued use.
- The entire damaged or contaminated area should be cleaned and disinfected with an effective fungicide prior to installing new materials.

- NMAC 6.27.30 Statewide Adequacy Standards
- IPMC, Section 305 Interior Structures





## 6. Are floors and floor coverings of an appropriate type and condition?

#### **Recommendation Number: 2014-008**

#### **Observations:**

- Some of the floor tiles were damaged.
- The damaged flooring presents slip/trip/fall hazards.
- Some of the damaged floor tiles or their adhesive may contain asbestos, which could present an asbestos exposure hazard.



#### **Recommendations:**

- The site Asbestos Management Plan should be reviewed to determine if the flooring contains asbestos.
- Damaged flooring that does not contain asbestos should be removed and replaced.
- Damaged flooring that contains asbestos should be abated in accordance with AHERA requirements.
- Missing and damaged floor tiles should be repaired and/or replaced to reduce trip/fall hazards.

- 40 CFR, Part 763 Asbestos
- IPMC, Section 305 Interior Structures

### Doors, Exits, and Means of Egress

#### 7. Are "EXIT" and "NOT AN EXIT" signs installed?

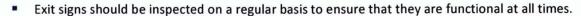
**Recommendation Number: 2014-009** 

#### Observations:

One or more of the illuminated exit signs were not illuminated; therefore, we could not determine if they were fully functional.

#### **Recommendations:**

- The exit signs should be activated to determine if they are fully functional.
- Exit signs should be provided with bulbs for all sockets so that the signs are still illuminated even if one bulb fails.





- IFC, Chapter 10 Means of Egress
- NFPA 101, Chapter 5 Means of Egress



8. Are electrical panels and utility shutoff switches and valves unobstructed, properly labeled or identified, and protected from tampering; and do visible system components appear to be in good condition?

Recommendation Number: 2014-010

#### Observations:

The boxes were not locked to prevent unauthorized access.

#### **Recommendations:**

- All exterior utility controls should be covered and locked, or otherwise controlled, to prevent unauthorized access.
- All exposed exterior controls and electric components should be rated for exterior use and should be housed within weatherproof cabinets or boxes.

- **Good Loss Prevention Practices**
- 29 CFR 1910, Subpart S Electrical







## 9. Are plumbing systems and fixtures in good condition and free from damage or leaking?

#### Recommendation Number: 2014-011

#### **Observations:**

- One or more of the drinking fountains were covered.
- Unknown if they were operative.

#### Recommendations:

Inoperative drinking fountains should be repaired as necessary.

#### Standards:

- **Good Loss Prevention Practices**
- IPMC, Section 504 Plumbing Systems and Fixtures



### **Housekeeping and Storage Practices**

## 10. Is the premises free of the accumulation of trash, debris, or the unsafe storage of combustibles?

#### Recommendation Number: 2014-012

#### **Observations:**

Trash and debris were strewn around some areas of the campus.

#### Recommendations:

- Frequent, at least daily, inspections of the grounds should be made to find and remove debris and trash.
- Since debris tends to attract more debris, it should be removed promptly upon discovery.

#### Standards:

**Good Loss Prevention Practices** 



#### **Disabled Access**

## 11. Are an appropriate number of restrooms designed to accommodate persons with disabilities?

#### Recommendation Number: 2014-013

#### **Observations:**

- Not all lavatory drain piping and traps in accessible restrooms were wrapped with insulating material to prevent contact with the knees of persons in wheelchairs.
- This condition poses an injury risk from contact with the hot drainage piping or assemblies with sharp edges.



#### **Recommendations:**

Hot water and drainpipes accessible under lavatories should be insulated or otherwise covered.
 There should be no sharp or abrasive surfaces under lavatories.

#### Standards:

ADA - ADAAG 4.24 - Sinks

#### General Conditions - Other

#### 12. Is the site free of graffiti or other signs of vandalism?

#### Recommendation Number: 2014-014

#### **Observations:**

- Graffiti was present in some areas. The presence of graffiti invites additional graffiti.
- Prompt response to graffiti is a proven deterrent to future graffiti.

#### **Recommendations:**

 Graffiti should be promptly covered or removed when discovered. Prior to removal, it should be photographed for documentation.

#### Standards:

Good Loss Prevention Practices



## 13. Are other general conditions free of apparent hazards or concerns?

#### **Recommendation Number: 2014-015**

#### **Observations:**

- Bird nests were observed in the exterior lights, building structures, and/or exterior utility structures.
- The bird nests can pose fire, health, and property damage hazards.

#### Recommendations:

- Bird nests, bird droppings, and any other debris should be removed.
- Bird droppings should be cleaned using the appropriate personal protective equipment and disposed of as potentially infectious material.
- Holes and/or openings in which birds roost should be treated or sealed off to prevent the birds from nesting.

#### Standards:

- Good Loss Prevention Practices
- IPMC, Section 302 Exterior Property Areas

## Recommendation Number: 2014-016

#### **Observations:**

 Dogs were brought onto campus by staff, students, and/or visitors.

#### **Recommendations:**

 Dogs other than working animals for the disabled should not be brought onto campus, except when in accordance with District regulations.

#### Standards:

Good Loss Prevention Practices



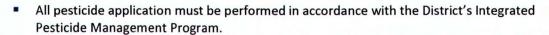


## Recommendation Number: 2014-017 **Observations:**

- Wasp and their nests were observed.
- The presence of the wasps poses a health hazard.

#### **Recommendations:**

- The District should take corrective action to remove the wasps.
- A person certified and trained to safely exterminate insects should conduct the treatment.



Only trained and authorized employees should be permitted to use and apply pesticides on campus.



IPMC, Section 308 - Extermination

## Recommendation Number: 2014-018 **Observations:**

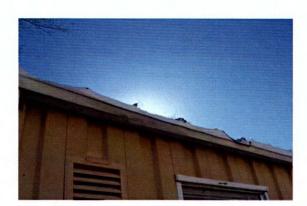
- Some of the roof gutters were clogged with tree debris and/or vegetation growth.
- This condition can lead to water intrusion and/or building damage.

#### Recommendations:

The gutters should be thoroughly cleaned and flushed now and at sufficiently frequent intervals to prevent debris accumulation.

- **Good Loss Prevention Practices**
- IPMC, Section 304 Exterior Structure





## **CLASSROOM AND OFFICE INSPECTION**

Contact: Wilfredo Aguilar, Principal

Auditor: James Dorn

Member Agency: Espanola Public Schools

Client: NMPSIA

Inspection Concluded: January 29, 2014

Hazard Type	Hazard Scope	<b>Hazard Urgency</b>	Capital
1 – Egress Issue	A – Facilities/Planning	I – Immediate	C – Capital
2 – Injury Hazard	B – Custodial or	H – High	NC - Non-
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4 – Regulatory or	C – Policy and/or	L – Low	
Legal Issue	Procedures	O – Ongoing /	
5 – Accepted Best	D – Employee Practices	Preventative	
Practices			

Class	room and Office Section	Yes	No	NA	Priority	Recommendations
1	Are classroom decorations displayed in		Х		3,4,5 - C,D -	M - 2014-019
	a safe and acceptable manner?				NC	

#### **CLASSROOM AND OFFICE INSPECTION RECOMMENDATIONS**

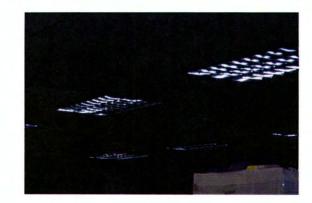
#### **Classroom and Office Section**

### 1. Are classroom decorations displayed in a safe and acceptable manner?

#### Recommendation Number: 2014-019

#### **Observations:**

- Paper and/or other combustible materials were suspended from the ceilings or light fixtures. Suspending paper from ceilings can increase the spread of fire. Suspending paper from lights increases the fire hazard, as the lights are a potential ignition source.
- Hanging decorations may also trigger false alarms involving motion detection systems.



#### Recommendations:

Paper, string, and/or other artwork hanging from light fixtures should be removed. If artwork is suspended from the ceiling, it should be of minimal volume so as to not create an additional fire spread hazard and it should be maintained at least 80 inches or higher from the floor.

- IFC, Chapter 3 General Precautions Against Fire
- NFPA 1, Chapter 3 General Provisions

#### PLAYGROUND CONDITIONS INSPECTION DISCLAIMER

This report was completed by James Dorn, a Certified Playground Safety Inspector. The playground conditions and features were compared with the requirements of playground safety standards published by the U.S. Consumer Product Safety Commission and ASTM International. Some recommendations are based upon insurance claim information and professional judgment.

A photograph and/or an observation, location, recommendation, and/or standard citation may accompany checkmarks in the "No" column of the inventory of structures. Detailed observations and structure-specific recommendations are found on the pages following the inventory of structures. Some items marked as "No" or "Unacceptable" in the inventory list may not necessarily be noncompliant with standards; these items are marked as such when ongoing maintenance recommendations are made. In addition, some conditions could not be determined or verified and their acceptability may be marked as "No" or "Unacceptable" in the report. It is your organization's responsibility to determine the acceptability of each condition and to address hazards and concerns.

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## PLAYGROUND CONDITIONS INSPECTION

Contact: Wilfredo Aguilar, Principal

Auditor: James Dorn

Member Agency: Espanola Public Schools

Client: NMPSIA

Inspection Concluded: January 29, 2014

Hazard Type	Hazard Scope	<b>Hazard Urgency</b>	Capital
1 – Egress Issue	A – Facilities/Planning	I – Immediate	C – Capital
2 - Injury Hazard	B – Custodial or	H – High	NC - Non-
3 – Property Loss	Maintenance	M – Medium	Capital
4 – Regulatory or	C – Policy and/or	L – Low	
Legal Issue	Procedures	O – Ongoing /	
5 – Accepted Best	D – Employee Practices	Preventative	
Practices			

Playground Conditions Inspection		Yes	No	NA	Priority	Reco	mmendations
1	Are courts and court fixtures free of apparent hazards?		Х		2,5 - A - M -	- NC	2014-020
2	Are playground areas equipped with signage that provides warnings, age appropriateness, and other relevant information?		Х		4 - A - L - No	С	2014-021
3	Are playground structures equipped with a shock absorbing surface of an appropriate type and depth beneath them?		Х		2,4 - B,C - C	) - NC	2014-022
4	Is an accessible path provided to all play structures, and are an appropriate number of play events provided for persons with disabilities?		Х		2,4 - A,C - H	I - NC	2014-023

### PLAYGROUND CONDITIONS INSPECTION RECOMMENDATIONS

### **Playground Conditions Inspection**

### 1. Are courts and court fixtures free of apparent hazards?

#### Recommendation Number: 2014-020

#### Observations:

Metal chain basketball nets were in use. These nets pose an increased risk of injury.

#### Recommendations:

 The chain nets should be removed and replaced with linen or nylon fabric nets or the hoops left without nets.

#### Standards:

Good Loss Prevention Practices

# 2. Are playground areas equipped with signage that provides warnings, age appropriateness, and other relevant information?

#### Recommendation Number: 2014-021

#### **Observations:**

- Signs to indicate the age appropriateness of the equipment were not present in each playground area.
- Signs recommending adult supervision were not posted.

#### Recommendations:

- Signs should be posted near each of the playground areas to indicate the age appropriateness of the equipment located in that playground area. Equipment that is inappropriate for users younger than 5 years old should be signed accordingly.
- Signs recommending adult supervision should be posted.
- Additional signage should be posted as appropriate based on the unique characteristics of each playground and/or other District policies.
- Signs or labels may be placed on the equipment itself, or freestanding signs may be used in place of a label.
- If freestanding signs are used, they should be located outside of the equipment use zone and meet the requirements of section 9.1 of ASTM 1487.

- Good Loss Prevention Practices
- CPSC, Publication 325, Public Playground Safety Handbook



# 3. Are playground structures equipped with a shock absorbing surface of an appropriate type and depth beneath them?

**Recommendation Number: 2014-022** 

#### **Observations:**

• The protective surfacing around and under the equipment was of an insufficient depth in some areas of the use zone and/or it did not extend throughout the entire use zone of the equipment.

#### Recommendations:

- Protective surfacing should be installed and maintained throughout the entire use zone of the equipment being protected.
- The protective surfacing should be maintained in all areas of the equipment use zone so that it provides adequate protection for the maximum height of the equipment.
- The depth of the protective surfacing should be monitored and topped off as needed to ensure that it retains a fall height value equal to or greater than the fall height of the protected equipment.

#### Standards:

- Good Loss Prevention Practices
- CPSC, Publication 325, Public Playground Safety Handbook

# 4. Is an accessible path provided to all play structures, and are an appropriate number of play events provided for persons with disabilities?

Recommendation Number: 2014-023

#### **Observations:**

- An accessible path was not provided from the nearest accessible route to all playground areas.
- Some playgrounds were not entirely surfaced with an accessible protective surfacing material.
- Some of the play structures or individual play opportunities were not accessible to persons with disabilities.

#### Recommendations:

- An accessible route to the playgrounds and an accessible protective surfacing material should be provided to all playgrounds in accordance with the performance requirements of Specifications F1951 of the ASTM and the Play Area Accessibility Guidelines of the United States Access Board.
- When playground renovations are performed, an appropriate number of play components should be made accessible to persons with disabilities in accordance with the Play Area Accessibility Guidelines of the United States Access Board.

- Americans with Disabilities Act
- 36 CFR, Part 1191 Accessibility Guidelines for Buildings and Facilities: Play Areas



## **END OF DOCUMENT**

### **Crystal Garcia**

From: Susan Baca-Garcia <sbaca-garcia@pomsassoc.com>

Sent: Wednesday, February 19, 2014 10:51 AM

To: danny.trujillo@k12espanola.org; janet.malcom@k12espanola.org

Cc: james.dorn@state.nm.us

Subject:Loss Control & Safety Audits - Espanola Public SchoolsAttachments:2014\_02\_03\_Chimayo\_Elementary\_School.pdf; 2014\_02\_03

\_Mountain\_View\_Elementary\_School.pdf

Importance: High

Dr. Trujillo & Ms. Malcom:

Attached are the Loss Control & Safety Audits prepared by James Dorn, Risk Services Consultant, for the New Mexico Public School Insurance Authority (NMPSIA), on February 3, 2014, for the following locations:

- Chimayo Elementary
- Mountain View Elementary

Should you have questions or if we can be of further assistance with safety and/or risk related matters, please feel free to contact Mr. Dorn at (800) 548-3724 or myself at (505) 797-1354.

Thank You,

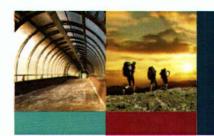
Susan Baca-Garcia
Administrative Assistant



320 Osuna NE, Suite C-1 \* Albuquerque, NM 87107 (505) 797.1354 \* (800) 898.6236 \* fax (505) 797.1432 sbaca-garcia@pomsassoc.com

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# Poms & Associates

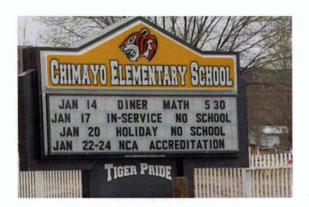
Risk Services

## **NMPSIA**

## **Espanola Public Schools**

Chimayo Elementary School

Loss Control & Safety Audit



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#### **EXECUTIVE SUMMARY**

This report contains the findings of an independent Loss Control & Safety Audit of Chimayo Elementary School. The audit was conducted on February 3, 2014, on behalf of the Espanola Public Schools, and at the request of NMPSIA.

A photograph and/or an observation, location, recommendation, and/or standard citation may accompany checkmarks in the "No" column of the checklists. Detailed observations and recommendations are found on the pages following the checklists. Information was gathered from onsite physical conditions and from statements made by your organization's staff. Some items marked as "No" or "Unacceptable" may not necessarily be noncompliant with standards; these items are marked as such when ongoing maintenance recommendations are made. In addition, some conditions could not be determined or verified and their acceptability may be marked as "No" or "Unacceptable" in the report. It is your organization's responsibility to determine the acceptability of each condition and to address hazards and concerns.

The photographs are representative of concerns or issues documented during the audit process. These conditions may exist in multiple locations on the same site; therefore, the photographs should be considered representatives of these conditions and not depictions of every instance where these issues were observed. In addition, this report represents the conditions that were apparent at the time of the visit. Hazardous conditions are dynamic in nature and therefore may change, improve, or worsen after completion of the audit process.

The Loss Control & Safety Audit is based upon an overview of the hazards and loss exposures of your organization and its sites. Every part of every building and location is not normally visited. Some areas may not be accessible at the time of the audit or may inadvertently be missed. Your organization is encouraged to act upon the recommendations made in the Loss Control & Safety Audit, with or without photographs, in a timely manner wherever and whenever the conditions may be found within your organization.

Loss control is a daily responsibility of your District's management. NMPSIA's visits and related efforts made by Poms & Associates are not considered or intended by NMPSIA, to be a substitute for all or part of your District's comprehensive loss control program. Any recommendations made by NMPSIA are drawn from information provided by your organization and the conditions observed at the time of the visit. This information does not necessarily address each and every possible loss potential, code, statutory violation, or exception to good practices and procedures. The absence of a comment or recommendation does not necessarily mean that the conditions are a representation of compliance with all acceptable codes and statutes, conformation with good practices and procedures, and/or an absence of loss potential.



The Poms & Associates staff extends its thanks to Janet Malcom, Principal, and the staff of Chimayo Elementary School for their cooperation and assistance during this audit. We welcome any questions or comments. Inquiries regarding the physical locations, findings, or the referenced standards may be addressed to Poms & Associates at (800) 898-6236 or to NMPSIA at 1-800-548-3724.

## **GENERAL CONDITIONS INSPECTION**

Contact: Janet Malcom, Principal

Auditor: James Dorn

Member Agency: Espanola Public Schools

Client: NMPSIA

Inspection Concluded: February 3, 2014

Hazard Type	Hazard Scope	<b>Hazard Urgency</b>	Capital
1 – Egress Issue	A – Facilities/Planning	I – Immediate	C – Capital
2 – Injury Hazard	B – Custodial or	H – High	NC - Non-
3 – Property Loss	Maintenance	M – Medium	Capital
4 – Regulatory or	C – Policy and/or	L – Low	
Legal Issue	Procedures	O – Ongoing /	
5 – Accepted Best	D – Employee Practices	Preventative	
Practices			

Exter	Exterior Areas		No	NA	Priority	Recor	mmendations
1	Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?		X		2,4 - B - M -	NC	2014-001
2	Is turf in good condition; is landscape well-groomed and free of overhang, concealment, or other potential hazards?		X		3,5 - A,B - C	) - NC	2014-002
3	Is fencing provided, and are fences and gates of an appropriate type and condition?		х		2,3,4 - A,B - NC	M -	2014-003



Building Conditions		Yes	es No	NA	Priority	Recoi	mmendations
4	Does interior and exterior lighting		Х		2,4 - B - H -	NC	2014-004
	appear to be adequate, and are				3,4 - B - L - I		2014-005
	lighting fixtures in good condition?						
5	Do building structures and finish		Х		3,4 - A,B - L	- NC	2014-006
	materials appear to be in good	-			3,4 - A,B - N		2014-007
	condition and free of visible				3,4 - A,B - N		2014-008
	deterioration?	- 1			3,4 - A,b - N	/I - IVC	2014-008
6	Do doors, windows, and glass appear		Х		1,3,5 - B - L	- NC	2014-009
	to be of an appropriate type and				2,5 - B - L -		2014-010
	condition?				2,5 - 6 - 6 -	IVC	2014-010
7	Was the building free of apparent leaks		Х		3,4 - B - M -	- NC	2014-011
	or other obvious water intrusion?				3,1 3		201.011
8	Are floors and floor coverings of an		Х		2,4 - A,B - N	1 - NC	2014-012
•	appropriate type and condition?				2,4 71,5 11	, ,,,,	2011012
Door	s, Exits, and Means of Egress	Yes	No	NA	Priority	Reco	mmendations
9	Are exits and exit paths unobstructed		Х		1,4 - B,C,D	A STATE OF THE PARTY OF THE PAR	2014-013
	and regularly inspected, and are doors				NC		2011010
	free of inappropriate locks?				IVC		
10	Are "EXIT" and "NOT AN EXIT" signs		Х		1,4 - A,B - H	I - NC	2014-014
	installed?		\ \ \		1,4 1,0 1		2014 014
Eme	rgency Action Equipment & Systems	Yes	No	NA	Priority	Reco	mmendations
11	Are the appropriate types of fire	1.00	X		3,4 - B,C,D		
	extinguishers properly installed,		,		NC	141	2011013
	unobstructed, inspected on a monthly				INC		
	and annual basis, and equipped with						
	service tags?						
Mec	hanical and Utility Systems	Yes	No	NA	Priority	Reco	mmendations
12	Are electrical fixtures properly		X		3,4 - B - H -		2014-016
	installed, properly protected, and free				3,1 2		202.020
	of damage?						
13	Are HVAC systems and compressors in		Х		2.3.5 - A.B.	D - M -	2014-017
	good condition, properly maintained,				NC NC		202.027
	and permitted as required?				110		
14	Are plumbing systems and fixtures in		Х		2,4 - B - M	- NC	2014-018
	good condition and free from damage						202.020
	or leaking?	-					
Cher	nicals and Chemical Storage	Yes	No	NA	Priority	Reco	mmendations
	Are all containers holding hazardous		Х		4 - B,C,D - I		2014-019
15					,,,,		
15	materials properly labeled with the			1			
15	materials properly labeled with the chemical name and an appropriate						
15	chemical name and an appropriate						
15							
15	chemical name and an appropriate						
15	chemical name and an appropriate						
15	chemical name and an appropriate						



Housekeeping and Storage Practices		Yes	No	NA	Priority	Recommendations
16	Is the premises free of the accumulation of trash, debris, or the unsafe storage of combustibles?		Х		5 - B,D - O -	NC 2014-020
Disabled Access		Yes	No	NA	Priority	Recommendations
17	Are an appropriate number of parking spaces designated for disabled persons, and are they properly designed, constructed, and signed?		Х		4 - A,B - M	- NC 2014-021
General Conditions – Other		Yes	No	NA	Priority	Recommendations
18	Are other general conditions free of apparent hazards or concerns?		Х		2,3,4,5 - C,I NC 2,4,5 - B - N 5 - A - L - N 2,3,4 - B - N 2,3,5 - B - L	C 2014-024 M - NC 2014-025

## GENERAL CONDITIONS INSPECTION RECOMMENDATIONS

## **Exterior Areas**

1. Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?

Recommendation Number: 2014-001

### **Observations:**

Some of the paved areas had minor deterioration that, if left unrepaired, could worsen and result in trip/fall hazards.

## **Recommendations:**

The pavement condition should be closely monitored and repairs made as needed.

## Standards:

NMAC 6.27.30 - Statewide Adequacy Standards





# 2. Is turf in good condition; is landscape well-groomed and free of overhang, concealment, or other potential hazards?

Recommendation Number: 2014-002

## **Observations:**

- Some tree branches hung over building roofs. This can cause the accumulation of debris on roofs and the clogging of roof drains.
- These conditions can cause building damage including water intrusion.

### Recommendations:

- If possible, tree branches should be trimmed away from buildings so that they do not hang over the rooftops.
- Tree debris should be cleared from rooftops and roof drains as needed to facilitate proper drainage. The accumulation of debris on roofs should not be allowed.

- Good Loss Prevention Practices
- IPMC, Section 304 Exterior Structure





## 3. Is fencing provided, and are fences and gates of an appropriate type and condition?

**Recommendation Number: 2014-003** 

## **Observations:**

- Portions of the fence were damaged.
- The fence conditions pose attractive nuisance and injury hazards.

### Recommendations:

- Damaged fencing should be repaired.
- If vandalism or trespassing is an issue, consideration may be given to installing fencing of a different type and height.

- Good Loss Prevention Practices
- IPMC, Section 304 Exterior Structure





## **Building Conditions**

## 4. Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?

Recommendation Number: 2014-004

#### **Observations:**

 Some light bulbs were broken and the bulb base still remained in the socket.

#### Recommendations:

- The electric circuit on which the light fixture is located should be properly de-energized, and the light bulb base be removed.
- The broken light bulb should be replaced.
- Fixture covers should be installed to protect bulbs.



- Good Loss Prevention Practices
- IPMC, Section 605 Electrical Equipment



## Recommendation Number: 2014-005

#### **Observations:**

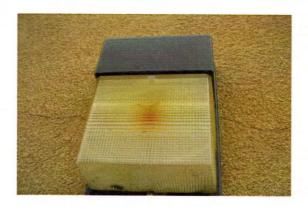
Scorched light diffusers were observed.

## Recommendations:

 The lights throughout the site should be inspected and repaired as necessary to ensure that proper lighting is provided.

### Standards:

IPMC, Section 605 - Electrical Equipment



# 5. Do building structures and finish materials appear to be in good condition and free of visible deterioration?

Recommendation Number: 2014-006

## **Observations:**

- The stucco exterior of one or more buildings was damaged.
- The damaged area exposes the building interior structure to the weather elements, and compromises the building's fire safety.

### Recommendations:

The damaged areas should be repaired.

## Standards:

IPMC, Section 304 - Exterior Structure



# Recommendation Number: 2014-007 Observations:

- The paint was peeling in some areas.
- The peeling paint can lead to accelerated building wear and poses an attractive nuisance.

## **Recommendations:**

 The peeling and flaking paint should be removed and the surfaces repainted to prevent accelerated building wear.

## Standards:

IPMC, Section 304 - Exterior Structure







## Recommendation Number: 2014-008

## **Observations:**

 The wooden trim and/or other wooden building components were deteriorated and/or dry-rotted in some places.

## **Recommendations:**

- The wooden building materials and the trim should be thoroughly examined to determine the extent of the damage and to determine the necessary corrective action.
- The deteriorated wooden components should be repaired and/or replaced.



## Standards:

■ IPMC, Section 304 - Exterior Structure

## 6. Do doors, windows, and glass appear to be of an appropriate type and condition?

Recommendation Number: 2014-009

### **Observations:**

Some exterior window frames were deteriorating.

### **Recommendations:**

- The damaged windows should be repaired and/or replaced as needed.
- Exterior windows should be inspected and repaired on a regular basis to ensure that they function properly and provide adequate security.



Good Loss Prevention Practices



## Recommendation Number: 2014-010 Observations:

- Damaged window screens were observed.
- The damaged screens pose an attractive nuisance and potential for injury.

## **Recommendations:**

 The damaged screens should be repaired or replaced.

- Good Loss Prevention Practices
- IPMC, Section 304 Exterior Structure



## 7. Was the building free of apparent leaks or other obvious water intrusion?

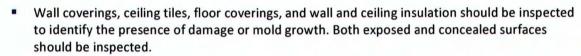
## **Recommendation Number: 2014-011**

#### Observations:

- Evidence of leaks and/or other water intrusion was present.
- Water intrusion and the presence of moisture in building materials can foster the growth of mold and mildew.

### Recommendations:

 The source of the water intrusion should be determined and corrective action taken to prevent recurrence.



- Damaged and contaminated materials should be removed and disposed of in a way that prevents their continued use.
- The entire damaged or contaminated area should be cleaned and disinfected with an effective fungicide prior to installing new materials.

- NMAC 6.27.30 Statewide Adequacy Standards
- IPMC, Section 305 Interior Structures



## 8. Are floors and floor coverings of an appropriate type and condition?

## **Recommendation Number: 2014-012**

#### **Observations:**

- Some of the floor tiles were damaged.
- The damaged flooring presents slip/trip/fall hazards.
- Some of the damaged floor tiles or their adhesive may contain asbestos, which could present an asbestos exposure hazard.

### **Recommendations:**

- The site Asbestos Management Plan should be reviewed to determine if the flooring contains asbestos.
- Damaged flooring that does not contain asbestos should be removed and replaced.
- Damaged flooring that contains asbestos should be abated in accordance with AHERA requirements.
- Missing and damaged floor tiles should be repaired and/or replaced to reduce trip/fall hazards.

- 40 CFR, Part 763 Asbestos
- IPMC, Section 305 Interior Structures





## Doors, Exits, and Means of Egress

## 9. Are exits and exit paths unobstructed and regularly inspected, and are doors free of inappropriate locks?

## Recommendation Number: 2014-013

## **Observations:**

- One or more exit aisles, doors, and/or pathways were obstructed.
- These obstructions may prevent quick and safe egress in an emergency.

### Recommendations:

- Obstructions should be removed.
- A minimum clearance that is equal to the width of the door and six feet deep must be maintained on both sides of an exit.





29 CFR 1910, Subpart E - Exit Routes, Emergency Action Plans, and Fire Prevention Plans

10. Are "EXIT" and "NOT AN EXIT" signs installed?

## Recommendation Number: 2014-014

## **Observations:**

- Illuminated exit signs were not provided in all areas where required.
- This could delay safe egress during a power failure or emergency.

## **Recommendations:**

Illuminated exit signs should be properly installed.

- NFPA 101, Chapter 5 Means of Egress
- 29 CFR 1910, Subpart E Exit Routes, Emergency Action Plans, and Fire Prevention Plans
- IFC, Chapter 10 Means of Egress





## **Emergency Action Equipment & Systems**

11. Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with service tags?

## **Recommendation Number: 2014-015**

### **Observations:**

 Monthly fire extinguisher inspections are not being conducted.

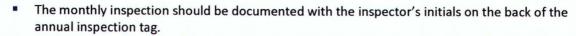
#### Recommendations:

The fire extinguishers should be inspected on a monthly basis to ensure that:

they are properly wall mounted;

the seals and pull pins are still intact; and

the units are fully charged and ready for use.



### Standards:

29 CFR 1910, Subpart L - Fire Protection



## **Mechanical and Utility Systems**

12. Are electrical fixtures properly installed, properly protected, and free of damage?

## Recommendation Number: 2014-016

#### **Observations:**

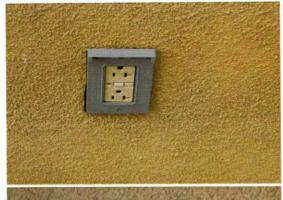
- Exterior electric outlets and/or switches were missing their weatherproof caps.
- This condition exposes the fixtures to contamination and damage and increases the risk of electric shock.

### **Recommendations:**

 Missing covers should be replaced, or the fixtures should be replaced as needed with appropriately rated outlets and/or switches.

## Standards:

29 CFR 1910, Subpart S - Electrical





## 13. Are HVAC systems and compressors in good condition, properly maintained, and permitted as required?

## Recommendation Number: 2014-017 Observations:

- The covers were missing from HVAC /thermostats, exposing the mercury bulb
- This condition poses an attractive nuisance and risk of mercury spill.

### **Recommendations:**

- The missing thermostat covers should be replaced and kept in place.
- Consideration should be given to replacing the older thermostats with newer electronic thermostats to eliminate the risk associated with mercury bulb thermostats.

#### Standards:

Good Loss Prevention Practices



# 14. Are plumbing systems and fixtures in good condition and free from damage or leaking?

Recommendation Number: 2014-018

#### **Observations:**

 One or more leaking water fountains were observed.

#### Recommendations:

The leaking plumbing should be repaired.

### Standards:

- IPMC, Section 504 Plumbing Systems and Fixtures
- Good Loss Prevention Practices



## **Chemicals and Chemical Storage**

15. Are all containers holding hazardous materials properly labeled with the chemical name and an appropriate hazard warning?

Recommendation Number: 2014-019

#### Observations:

 Spray bottles and/or other secondary chemical containers were unlabeled or inadequately labeled.

#### Recommendations:

 Once a substance is removed from its original container, the secondary container should be labeled with the substance name, a major hazard warning, and other necessary precautionary statements. Inaccurate labels should be removed.



- 29 CFR 1910, Subpart Z Toxic and Hazardous Substances
- IFC, Chapter 4 Emergency Planning and Preparedness



## **Housekeeping and Storage Practices**

## 16. Is the premises free of the accumulation of trash, debris, or the unsafe storage of combustibles?

## **Recommendation Number: 2014-020**

## **Observations:**

 Trash and debris were strewn around some areas of the campus.

### **Recommendations:**

- Frequent, at least daily, inspections of the grounds should be made to find and remove debris and trash.
- Since debris tends to attract more debris, it should be removed promptly upon discovery.



#### Standards:

Good Loss Prevention Practices

## **Disabled Access**

17. Are an appropriate number of parking spaces designated for disabled persons, and are they properly designed, constructed, and signed?

### Recommendation Number: 2014-021

## **Observations:**

 The required elevated signs designating accessible parking spaces were not provided.

## **Recommendations:**

 The required elevated, accessible parking signs should be provided. The signs may be post-mounted or mounted to a building or fence.



## Standards:

ADA - ADAAG 4.6 - Parking and Passenger Loading Zones

## General Conditions - Other

## 18. Are other general conditions free of apparent hazards or concerns?

## Recommendation Number: 2014-022

#### Observations:

- Some of the trophies stored overhead were not secured.
- These unsecured items pose falling object hazards.

## Recommendations:

Stored items should not create a hazard.
 Items should be shelved or racked in a manner designed to prevent them from tipping, falling, collapsing, rolling, or spreading.



- Racks, bins, planks, sleepers, bars, strips, blocks, and/or sheets should be used where necessary to make storage stable.
- Velcro, mounting putty, glue, or some other type of device should be used to secure large and/or heavy items stored overhead in public assembly areas and classrooms. Securing the items will prevent a falling object hazard during seismic activity. If the items cannot be secured, they should be removed.

## Standards:

29 CFR 1910, Subpart N - Materials Handling and Storage

# Recommendation Number: 2014-023 Observations:

- Wasp and their nests were observed.
- The presence of the wasps poses a health hazard.

## **Recommendations:**

- The District should take corrective action to remove the wasps.
- A person certified and trained to safely exterminate insects should conduct the treatment.
- All pesticide application must be performed in accordance with the District's Integrated Pesticide Management Program.
- Only trained and authorized employees should be permitted to use and apply pesticides on campus.

### Standards:

IPMC, Section 308 - Extermination







## Recommendation Number: 2014-024 Observations:

 Rooms that have roof access ladders were not properly signed. This could delay emergency response.

#### Recommendations:

 Rooms that provide access to the roof should be conspicuously signed "ROOF ACCESS INSIDE" or something similar to alert emergency responders.

## Standards:

Good Loss Prevention Practices



## Recommendation Number: 2014-025 Observations:

- Bird nests were observed in the exterior lights, building structures, and/or exterior utility structures.
- The bird nests can pose fire, health, and property damage hazards.

## **Recommendations:**

- Bird nests, bird droppings, and any other debris should be removed.
- Bird droppings should be cleaned using the appropriate personal protective equipment and disposed of as potentially infectious material.
- Holes and/or openings in which birds roost should be treated or sealed off to prevent the birds from nesting.

- Good Loss Prevention Practices
- IPMC, Section 302 Exterior Property Areas



# Recommendation Number: 2014-026 Observations:

- Damaged vent louvers were observed.
- This condition poses an attractive nuisance and provides an entry point for insects and animals.

## **Recommendations:**

 Damaged vent louvers should be repaired and/or replaced as necessary.

- Good Loss Prevention Practices
- IPMC, Section 304 Exterior Structure



## PLAYGROUND CONDITIONS INSPECTION DISCLAIMER

This report was completed by James Dorn, a Certified Playground Safety Inspector. The playground conditions and features were compared with the requirements of playground safety standards published by the U.S. Consumer Product Safety Commission and ASTM International. Some recommendations are based upon insurance claim information and professional judgment.

A photograph and/or an observation, location, recommendation, and/or standard citation may accompany checkmarks in the "No" column of the inventory of structures. Detailed observations and structure-specific recommendations are found on the pages following the inventory of structures. Some items marked as "No" or "Unacceptable" in the inventory list may not necessarily be noncompliant with standards; these items are marked as such when ongoing maintenance recommendations are made. In addition, some conditions could not be determined or verified and their acceptability may be marked as "No" or "Unacceptable" in the report. It is your organization's responsibility to determine the acceptability of each condition and to address hazards and concerns.

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## PLAYGROUND CONDITIONS INSPECTION

Contact: Janet Malcom, Principal

Auditor: James Dorn

Member Agency: Espanola Public Schools

Client: NMPSIA

Inspection Concluded: February 3, 2014

Hazard Type	Hazard Scope	Hazard Urgency	Capital
1 – Egress Issue	A - Facilities/Planning	I – Immediate	C – Capital
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3 – Property Loss	Maintenance	M – Medium	Capital
4 – Regulatory or	C - Policy and/or	L – Low	
Legal Issue	Procedures	O – Ongoing /	
5 – Accepted Best	D – Employee Practices	Preventative	
Practices			

Playground Conditions Inspection		Yes	No	NA	Priority Rec	ommendations
1	Are playground areas equipped with signage that provides warnings, age appropriateness, and other relevant information?		Х		4 - A - L - NC	2014-027
2	Are playground structures equipped with a shock absorbing surface of an appropriate type and depth beneath them?		Х		2,4 - B,C - O - NC	2014-028

## PLAYGROUND CONDITIONS INSPECTION RECOMMENDATIONS

## **Playground Conditions Inspection**

1. Are playground areas equipped with signage that provides warnings, age appropriateness, and other relevant information?

Recommendation Number: 2014-027

#### Observations:

- Signs to indicate the age appropriateness of the equipment were not present in each playground area.
- Signs recommending adult supervision were not posted.

#### Recommendations:

- Signs should be posted near each of the playground areas to indicate the age appropriateness of the equipment located in that playground area. Equipment that is inappropriate for users younger than 5 years old should be signed accordingly.
- Signs recommending adult supervision should be posted.
- Additional signage should be posted as appropriate based on the unique characteristics of each playground and/or other District policies.
- Signs or labels may be placed on the equipment itself, or freestanding signs may be used in place of a label.
- If freestanding signs are used, they should be located outside of the equipment use zone and meet the requirements of section 9.1 of ASTM 1487.

- Good Loss Prevention Practices
- CPSC, Publication 325, Public Playground Safety Handbook

# 2. Are playground structures equipped with a shock absorbing surface of an appropriate type and depth beneath them?

**Recommendation Number: 2014-028** 

### **Observations:**

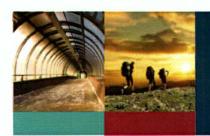
 The protective surfacing around and under the equipment was of an insufficient depth in some areas of the use zone and/or it did not extend throughout the entire use zone of the equipment.

### **Recommendations:**

- Protective surfacing should be installed and maintained throughout the entire use zone of the equipment being protected.
- The protective surfacing should be maintained in all areas of the equipment use zone so that it provides adequate protection for the maximum height of the equipment.
- The depth of the protective surfacing should be monitored and topped off as needed to ensure that it retains a fall height value equal to or greater than the fall height of the protected equipment.

- Good Loss Prevention Practices
- CPSC, Publication 325, Public Playground Safety Handbook

## **END OF DOCUMENT**



# Poms & Associates

Risk Services

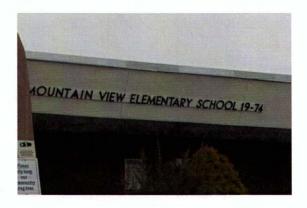


## **NMPSIA**

## **Espanola Public Schools**

Mountain View Elementary School

Loss Control & Safety Audit



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## **EXECUTIVE SUMMARY**

This report contains the findings of an independent Loss Control & Safety Audit of Mountain View Elementary School. The audit was conducted on February 3, 2014, on behalf of the Espanola Public Schools, and at the request of NMPSIA.

A photograph and/or an observation, location, recommendation, and/or standard citation may accompany checkmarks in the "No" column of the checklists. Detailed observations and recommendations are found on the pages following the checklists. Information was gathered from onsite physical conditions and from statements made by your organization's staff. Some items marked as "No" or "Unacceptable" may not necessarily be noncompliant with standards; these items are marked as such when ongoing maintenance recommendations are made. In addition, some conditions could not be determined or verified and their acceptability may be marked as "No" or "Unacceptable" in the report. It is your organization's responsibility to determine the acceptability of each condition and to address hazards and concerns.

The photographs are representative of concerns or issues documented during the audit process. These conditions may exist in multiple locations on the same site; therefore, the photographs should be considered representatives of these conditions and not depictions of every instance where these issues were observed. In addition, this report represents the conditions that were apparent at the time of the visit. Hazardous conditions are dynamic in nature and therefore may change, improve, or worsen after completion of the audit process.

The Loss Control & Safety Audit is based upon an overview of the hazards and loss exposures of your organization and its sites. Every part of every building and location is not normally visited. Some areas may not be accessible at the time of the audit or may inadvertently be missed. Your organization is encouraged to act upon the recommendations made in the Loss Control & Safety Audit, with or without photographs, in a timely manner wherever and whenever the conditions may be found within your organization.

Loss control is a daily responsibility of your District's management. NMPSIA's visits and related efforts made by Poms & Associates are not considered or intended by NMPSIA, to be a substitute for all or part of your District's comprehensive loss control program. Any recommendations made by NMPSIA are drawn from information provided by your organization and the conditions observed at the time of the visit. This information does not necessarily address each and every possible loss potential, code, statutory violation, or exception to good practices and procedures. The absence of a comment or recommendation does not necessarily mean that the conditions are a representation of compliance with all acceptable codes and statutes, conformation with good practices and procedures, and/or an absence of loss potential.



The Poms & Associates staff extends its thanks to Janet Malcom, Principal, and the staff of Mountain View Elementary School for their cooperation and assistance during this audit. We welcome any questions or comments. Inquiries regarding the physical locations, findings, or the referenced standards may be addressed to Poms & Associates at (800) 898-6236 or to NMPSIA at 1-800-548-3724.

## **GENERAL CONDITIONS INSPECTION**

Contact: Janet Malcom, Principal

Auditor: James Dorn

Member Agency: Espanola Public Schools

Client: NMPSIA

**Inspection Concluded:** February 3, 2014

Hazard Type	Hazard Scope	<b>Hazard Urgency</b>	Capital
1 – Egress Issue	A – Facilities/Planning	I – Immediate	C – Capital
2 – Injury Hazard	B – Custodial or	H – High	NC - Non-
3 – Property Loss	Maintenance	M – Medium	Capital
4 – Regulatory or	C – Policy and/or	L – Low	
Legal Issue	Procedures	O – Ongoing /	
5 – Accepted Best	D – Employee Practices	Preventative	
Practices			

Exterior Areas		Yes	No	NA	Priority	mmendations	
1	Are parking areas paved, striped, and signed as appropriate, and free of vehicles parked in unauthorized locations?		Х		3,4,5 - A,C,I NC	) - L -	2014-001
2	Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?		Х		2,4 - B - M -	· NC	2014-002
3	Is fencing provided, and are fences and gates of an appropriate type and condition?		X		2,4 - A,B - H	I - NC	2014-003



<b>Building Conditions</b>		Yes	No	NA	Priority	Reco	mmendations
4	Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?		Х		2,4 - B - O - 2,3,4 - B - N		2014-004 2014-005
5	Do building structures and finish materials appear to be in good condition and free of visible deterioration?		Х		3,4 - A,B - L 3,4 - A,B - N		2014-006 2014-007
6	Do doors, windows, and glass appear to be of an appropriate type and condition?		Х		1,5 - B - L -	NC	2014-008
7	Are floors and floor coverings of an appropriate type and condition?		Х		2,5 - B,D - C	) - NC	2014-009
Hou	sekeeping and Storage Practices	Yes	No	NA	Priority	Reco	mmendations
8	Are storage areas uncluttered with adequate aisles maintained, and is overhead storage secured with sufficient clearance to the ceiling or sprinkler heads?		Х		2,3,4 - B,D - NC	- M -	2014-010
9	Is the premises free of the accumulation of trash, debris, or the unsafe storage of combustibles?		Х		2,4 - B - H -	NC	2014-011
Gen	eral Conditions - Other	Yes	No	NA	Priority	Reco	mmendations
10	Is the site free of graffiti or other signs of vandalism?		Х		3,5 - B - O -	NC	2014-012
11	Are other general conditions free of apparent hazards or concerns?		X		2,3,4,5 - C,I NC 3,5 - A,C - N 5 - B,C,D - L 5 - A - L - N 2,5 - C,D - N 2,3,5 - C,D - N NC	Л - NC NC C Л - NC	2014-013 2014-014 2014-015 2014-016 2014-017 2014-018

## GENERAL CONDITIONS INSPECTION RECOMMENDATIONS

## **Exterior Areas**

## 1. Are parking areas paved, striped, and signed as appropriate, and free of vehicles parked in unauthorized locations?

## Recommendation Number: 2014-001

## **Observations:**

- Vehicles were parked in unauthorized parking areas and/or fire lanes.
- These practices pose property damage hazards and can delay or prevent proper emergency response.



 Parking locations should be marked and parking regulations should be observed at all times.



## Standards:

NFPA 1 - Fire Lanes

## 2. Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?

## Recommendation Number: 2014-002

## **Observations:**

 Some of the paved areas had minor deterioration that, if left unrepaired, could worsen and result in trip/fall hazards.

### Recommendations:

 The pavement condition should be closely monitored and repairs made as needed.

#### Standards:

 NMAC 6.27.30 - Statewide Adequacy Standards



## 3. Is fencing provided, and are fences and gates of an appropriate type and condition?

## Recommendation Number: 2014-003

#### Observations:

- One or more fence sections were topped with razor and/or barbed wire.
- Razor and barbed wire pose injury hazards.

### **Recommendations:**

- The District should consider replacing the razor or barbed wire with a higher fence or a fence extension to prevent unauthorized entry.
- If the razor or barbed wire is retained, it should be inspected at least weekly to ensure it is kept in good condition.
- Inspections and repairs should be documented.
- Secured areas with high fences, fence extensions, or razor/barbed wire should be signed with appropriate warning signage to prevent trespassing.

- Good Loss Prevention Practices
- NMAC 6.27.30 Statewide Adequacy Standards

## **Building Conditions**

## 4. Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?

## Recommendation Number: 2014-004

### **Observations:**

- An accumulation of dirt was visible in the diffusers for some of the overhead lights.
- Some of the light diffusers appeared to be vellowed.

### **Recommendations:**

 Dirty light fixtures should be cleaned so that illumination is not impaired.

#### Standards:

- NMAC 6.27.30 Statewide Adequacy Standards
- IPMC, Section 402 Light



## **Recommendation Number: 2014-005 Observations:**

Unprotected light fixtures were located in an area that may subject them to damage from contact with items being moved around the vicinity.

### **Recommendations:**

All light bulbs located in areas where damage from collision is possible, such as the Custodial Closets and store rooms. should be fitted with protective wire cages.

## Standards:

29 CFR 1910, Subpart S - Electrical



## 5. Do building structures and finish materials appear to be in good condition and free of visible deterioration?

## **Recommendation Number: 2014-006**

#### Observations:

- The stucco exterior of one or more buildings was damaged.
- The damaged area exposes the building interior structure to the weather elements, and compromises the building's fire safety.

## **Recommendations:**

The damaged areas should be repaired.

#### Standards:

IPMC, Section 304 - Exterior Structure



## Recommendation Number: 2014-007 Observations:

- The paint was peeling in some areas.
- The peeling paint can lead to accelerated building wear and poses an attractive nuisance.

#### Recommendations:

 The peeling and flaking paint should be removed and the surfaces repainted to prevent accelerated building wear.

#### Standards:

IPMC, Section 304 - Exterior Structure



## 6. Do doors, windows, and glass appear to be of an appropriate type and condition?

**Recommendation Number: 2014-008** 

## Observations:

Door frames were rusting and deteriorated.

## **Recommendations:**

- The damaged door frames should be repaired and/or replaced.
- Door frames should be inspected, repaired and/or replaced on a regular basis to ensure that they function properly and provide adequate security.
- Any construction alterations should be designed and supervised by a person with expertise in building code requirements.

- Good Loss Prevention Practices
- IPMC, Section 301 General







## 7. Are floors and floor coverings of an appropriate type and condition?

**Recommendation Number: 2014-009** 

#### Observations:

 The carpeting was dirty, stained, and heavily soiled in some areas. This condition can pose potential health and injury hazards.

## **Recommendations:**

- The carpeting should be repaired or replaced as necessary if any damage exists.
- The carpeting should be cleaned as recommended by the manufacturer at regular intervals and before it becomes heavily soiled.



## Standards:

Good Loss Prevention Practices

## **Housekeeping and Storage Practices**

8. Are storage areas uncluttered with adequate aisles maintained, and is overhead storage secured with sufficient clearance to the ceiling or sprinkler heads?

## Recommendation Number: 2014-010

#### **Observations:**

 The housekeeping needed improvement in some places.

#### Recommendations:

The area should be maintained in a neat and orderly manner, free from any condition that would create a fire or life hazard or a condition which would add to or contribute to the rapid spread of fire.



All areas should be cleaned and organized to reduce injury and property damage hazards.

### Standards:

29 CFR 1910, Subpart D - Walking-Working Surfaces

## 9. Is the premises free of the accumulation of trash, debris, or the unsafe storage of combustibles?

### **Recommendation Number: 2014-011**

### **Observations:**

- Accumulated tree debris was present on sidewalks and/or in parking lots areas. This condition poses slip/fall hazards.
- Dry tree debris may present a fire hazard.
- Accumulated debris may also clog storm drains and/or gutters, which could lead to flooding or the improper drainage of water.

#### Recommendations:

- The accumulation of tree debris should not be permitted on walkways, roadways, and/or parking lots.
- The District grounds department should review its schedule for removing tree debris.
- Consideration should be given to developing and implementing a tree debris control program, which may include replacement of debris-producing trees with other trees that produce less debris.

### Standards:

IPMC, Section 302 - Exterior Property Areas



## General Conditions - Other

## 10. Is the site free of graffiti or other signs of vandalism?

## Recommendation Number: 2014-012

### **Observations:**

- Graffiti was present in some areas. The presence of graffiti invites additional graffiti.
- Prompt response to graffiti is a proven deterrent to future graffiti.

#### Recommendations:

 Graffiti should be promptly covered or removed when discovered. Prior to removal, it should be photographed for documentation.



#### Standards:

Good Loss Prevention Practices

## 11. Are other general conditions free of apparent hazards or concerns?

## **Recommendation Number: 2014-013**

#### **Observations:**

- Some of the trophies stored overhead were not secured.
- These unsecured items pose falling object hazards.

#### Recommendations:

- Stored items should not create a hazard.
   Items should be shelved or racked in a manner designed to prevent them from tipping, falling, collapsing, rolling, or spreading.
- Racks, bins, planks, sleepers, bars, strips, blocks, and/or sheets should be used where necessary to make storage stable.
- Velcro, mounting putty, glue, or some other type of device should be used to secure large and/or heavy items stored overhead in public assembly areas and classrooms. Securing the items will prevent a falling object hazard during seismic activity. If the items cannot be secured, they should be removed.

#### Standards:

29 CFR 1910, Subpart N - Materials Handling and Storage



# Recommendation Number: 2014-014 Observations:

 Student lockers were present but not in use. Eliminating student lockers may reduce vandalism, contraband, and harassment incidents.

## **Recommendations:**

- Consideration should be given to removing the lockers.
- If the District chooses to retain the lockers, any damaged lockers should be repaired or replaced.
- If lockers are retained and used, they should be assigned by grade level to reduce the likelihood of harassment between grade levels.



Good Loss Prevention Practices

## Recommendation Number: 2014-015 Observations:

- The roof access panel was unlocked.
- The unlocked panel poses an attractive nuisance and compromises the security of the building.

## **Recommendations:**

 The roof access panel should be kept closed and locked.

#### Standards:

Good Loss Prevention Practices





## Recommendation Number: 2014-016 Observations:

 Rooms that have roof access ladders were not properly signed. This could delay emergency response.

#### Recommendations:

 Rooms that provide access to the roof should be conspicuously signed "ROOF ACCESS INSIDE" or something similar to alert emergency responders.

## Standards:

Good Loss Prevention Practices



# Recommendation Number: 2014-017 Observations:

A dog was found on campus.

### **Recommendations:**

 Dogs other than working animals for the disabled should not be brought onto campus, except when in accordance with District regulations.

- District Policy
- Good Loss Prevention Practices

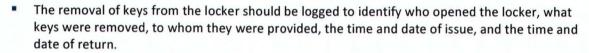


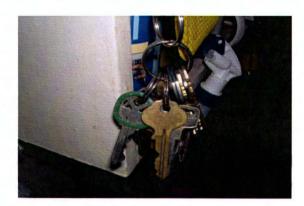
## Recommendation Number: 2014-018 Observations:

- Site keys were observed in an unlocked closet.
- This storage practice permits easy access to the keys and increases the risk of theft.

## Recommendations:

- A 'key locker' should be provided.
- The locker should be kept locked at all times.





### Standards:

Good Loss Prevention Practices

## **CLASSROOM AND OFFICE INSPECTION**

Contact: Janet Malcom, Principal

Auditor: James Dorn

Member Agency: Espanola Public Schools

Client: NMPSIA

Inspection Concluded: February 3, 2014

Hazard Type	Hazard Scope	<b>Hazard Urgency</b>	Capital
1 – Egress Issue	A – Facilities/Planning	I – Immediate	C – Capital
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Legal Issue	Procedures	O – Ongoing /	
5 – Accepted Best	D – Employee Practices	Preventative	
Practices			

Classroom and Office Section		Yes	No	NA	Priority Reco		ommendations	
1	Are classroom decorations displayed in a safe and acceptable manner?		Х		3,4,5 - C,D - NC	M -	2014-019	

## **CLASSROOM AND OFFICE INSPECTION RECOMMENDATIONS**

### Classroom and Office Section

## 1. Are classroom decorations displayed in a safe and acceptable manner?

## Recommendation Number: 2014-019

### Observations:

- Paper and/or other combustible materials were suspended from the ceilings or light fixtures. Suspending paper from ceilings can increase the spread of fire. Suspending paper from lights increases the fire hazard, as the lights are a potential ignition source.
- Hanging decorations may also trigger false alarms involving motion detection systems.



## **Recommendations:**

 Paper, string, and/or other artwork hanging from light fixtures should be removed. If artwork is suspended from the ceiling, it should be of minimal volume so as to not create an additional fire spread hazard and it should be maintained at least 80 inches or higher from the floor.

- IFC, Chapter 3 General Precautions Against Fire
- NFPA 1, Chapter 3 General Provisions

## PLAYGROUND CONDITIONS INSPECTION DISCLAIMER

This report was completed by James Dorn, a Certified Playground Safety Inspector. The playground conditions and features were compared with the requirements of playground safety standards published by the U.S. Consumer Product Safety Commission and ASTM International. Some recommendations are based upon insurance claim information and professional judgment.

A photograph and/or an observation, location, recommendation, and/or standard citation may accompany checkmarks in the "No" column of the inventory of structures. Detailed observations and structure-specific recommendations are found on the pages following the inventory of structures. Some items marked as "No" or "Unacceptable" in the inventory list may not necessarily be noncompliant with standards; these items are marked as such when ongoing maintenance recommendations are made. In addition, some conditions could not be determined or verified and their acceptability may be marked as "No" or "Unacceptable" in the report. It is your organization's responsibility to determine the acceptability of each condition and to address hazards and concerns.

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## PLAYGROUND CONDITIONS INSPECTION

Contact: Janet Malcom, Principal

Auditor: James Dorn

Member Agency: Espanola Public Schools

Client: NMPSIA

Inspection Concluded: February 3, 2014

Hazard Type	Hazard Scope	<b>Hazard Urgency</b>	Capital
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4 – Regulatory or	C – Policy and/or	L – Low	
Legal Issue	Procedures	O – Ongoing /	
5 – Accepted Best	D – Employee Practices	Preventative	
Practices			

Playground Conditions Inspection		Yes	No	NA	NA Priority Recomm		
1	Are playground areas equipped with signage that provides warnings, age appropriateness, and other relevant information?		Х		4 - A - L - NC	2014-020	
2	Are playground areas free of inappropriate, prohibited, or obsolete equipment?		Х		2,4 - A,C - H	- NC 2014-021	
3	Are playground structures equipped with a shock absorbing surface of an appropriate type and depth beneath them?		Х		2,4 - B,C - O	- NC 2014-022	

## PLAYGROUND CONDITIONS INSPECTION RECOMMENDATIONS

## **Playground Conditions Inspection**

1. Are playground areas equipped with signage that provides warnings, age appropriateness, and other relevant information?

Recommendation Number: 2014-020

#### **Observations:**

- Signs to indicate the age appropriateness of the equipment were not present in each playground area.
- Signs recommending adult supervision were not posted.

### **Recommendations:**

- Signs should be posted near each of the playground areas to indicate the age appropriateness of the equipment located in that playground area. Equipment that is inappropriate for users younger than 5 years old should be signed accordingly.
- Signs recommending adult supervision should be posted.
- Additional signage should be posted as appropriate based on the unique characteristics of each playground and/or other District policies.
- Signs or labels may be placed on the equipment itself, or freestanding signs may be used in place of a label.
- If freestanding signs are used, they should be located outside of the equipment use zone and meet the requirements of section 9.1 of ASTM 1487.

- Good Loss Prevention Practices
- CPSC, Publication 325, Public Playground Safety Handbook

## 2. Are playground areas free of inappropriate, prohibited, or obsolete equipment?

Recommendation Number: 2014-021

### **Observations:**

- Residential-grade play structures were present on the playground. These types of structures are not designed or intended for use on public playgrounds.
- The equipment was not anchored in place; therefore, it could be tipped over or moved away from the protective surfacing and/or into the use zones of stationary play structures.



- Residential-grade play structures do not meet the materials and strength requirements for public playground equipment.
- Residential-grade play structure designs do not meet the requirements for public playgrounds as specified in ASTM International, Standard F-1487.

#### **Recommendations:**

- All residential-grade play structures should be removed from the playground and disposed of.
   Their design hazards prohibit their use on public playgrounds.
- If it is uncertain whether a piece of equipment is designed or intended for use on public playgrounds, then the structure manufacturer should be contacted for this information. If the manufacturer indicates that the structure is designed and intended for use on public playgrounds, then the manufacturer should be requested to provide a written statement verifying this.

- Good Loss Prevention Practices
- ASTM International, Standard F-1487.

# 3. Are playground structures equipped with a shock absorbing surface of an appropriate type and depth beneath them?

Recommendation Number: 2014-022

### **Observations:**

The protective surfacing around and under the equipment was of an insufficient depth in some areas of the use zone and/or it did not extend throughout the entire use zone of the equipment.

### **Recommendations:**

 Protective surfacing should be installed and maintained throughout the entire use zone of the equipment being protected.



- The protective surfacing should be maintained in all areas of the equipment use zone so that it
  provides adequate protection for the maximum height of the equipment.
- The depth of the protective surfacing should be monitored and topped off as needed to ensure that it retains a fall height value equal to or greater than the fall height of the protected equipment.

- Good Loss Prevention Practices
- CPSC, Publication 325, Public Playground Safety Handbook

## **END OF DOCUMENT**

## **Crystal Garcia**

From:

Jeannette Trujillo < jeannette.trujillo@k12espanola.org>

Sent:

Friday, March 07, 2014 1:21 PM

To:

Danny Trujillo

Subject:

FW: NMPSIA Board Decision

Dr. Trujillo,

FYIII 2.85% Increase of medical insurance.

Jan

From: Chavez, Ernestine, PSIA [mailto:Ernestine.Chavez@state.nm.us]<mailto:[mailto:Ernestine.Chavez@state.nm.us]>

Sent: Friday, March 07, 2014 12:16 PM

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Cc: Ralph Montano; Hwa, Gerry; Edwards, Christy L., PSIA; Alton, Rose M., PSIA;

kpayanes@easitpa.com<mailto:kpayanes@easitpa.com>

Subject: NMPSIA Board Decision

Good afternoon.

The NMPSIA Board approved a medical premium increase of 2.85% effective October 1, 2014.

There will be no other premium changes.

Further details will be provided at the NMPSIA breakout sessions at the NM Public Education Department's Spring Budget Workshop on Friday, March 28, 2014. If you are not attending the Spring Budget Workshop, we will be posting the presentation at nmpsia.com following the Workshop.

Thanks, **Christy and Ernestine** New Mexico Public Schools Insurance Authority (NMPSIA) 410 Old Taos Highway Santa Fe, NM 87501 1.800.548.3724, ext. 111

Fax: 505.983.8670

www.nmpsia.com<http://www.nmpsia.com/>

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## **Crystal Garcia**

From: Elias J. Martinez <eliasj.martinez@k12espanola.org>

Sent: Friday, March 07, 2014 1:27 PM To: Minnie Martinez; Jeannette Trujillo

Cc: Danny Trujillo

Subject: RE: NMPSIA Board Decision

We can provide all district employees notification once we attend the NMPSIA work session. I wonder if the 2.85% increase is for both the employee and employer's portions?

Flias J. Martinez

From: Minnie Martinez

Sent: Friday, March 07, 2014 1:18 PM To: Jeannette Trujillo; Elias J. Martinez Subject: FW: NMPSIA Board Decision

From: Chavez, Ernestine, PSIA [mailto:Ernestine.Chavez@state.nm.us]

Sent: Friday, March 07, 2014 12:16 PM

To: Gwendolynn Baca; frazci@centralschools.org; jackie@akcs.org; liz@nmaft.org; vconner@bulldogs.org; simpc@centralschools.org; charlotte@vigilgroup.net; christina.villa@la-panthers.org; geri.schumpert@clovis-

schools.org; CMULLINS@TATUMSCHOOLS.ORG; robin@nmedu.org; dgunnabq@yahoo.com; Dalton, Dee Dee; Martinez,

Debbie; rhstroup@dulceschools.com; Scofield, Mary; emarkland@socorro.k12.nm.us;

EOLASCOAGA@TECSALVORD.ORG; Cordova, Rhonda; jsanchez@ftsumnerk12.com; Mondragon, Gilbert A.;

gmondragon@tlcnm.net; sdelia@hawest.net; Stowe, Marsha; Danfelser, Jackie; JVILLANU@GMCS.K12.NM.US; Malone,

Karla; Idominguez@tlcnm.net; Judyblalack@lovingtonschools.net; Cox, Mary; Minnie Martinez; Igibson@tmesnm.com;

Brenda.bullen@mesd.us; Lovato, Lorella; VGonzalez@newamericaschoolnm.org; cmole@nmsba.org;

Antoinette.jiron@nnmc.edu; Gutierrez, Patricia; Jll@penasco.k12.nm.us; lbr@pvs.k12.nm.us;

MMONTES@QUESTA.K12.NM.US; kris.quisenberry@datacharter.org; rchavez@sslc-nm.com;

rosemarie quintana@wlvs.k12.nm.us; mmaes@risd.k12.nm.us; ashcrafts@ruidososchools.org; Albrycht, Stanley;

Heddlesten, Lucy; ygallegos@santarosa.k12.nm.us; szarekcu@siatech.org; Daugherty, Sandy; Bauler, Trude; Casias,

Teresa; Whitener, Cheryl; Trujillo, Terri; sandy.montoya@tularosak12.us

Cc: Ralph Montano; Hwa, Gerry; Edwards, Christy L., PSIA; Alton, Rose M., PSIA; kpayanes@easitpa.com

Subject: NMPSIA Board Decision

Good afternoon.

The NMPSIA Board approved a medical premium increase of 2.85% effective October 1, 2014.

There will be no other premium changes.

Further details will be provided at the NMPSIA breakout sessions at the NM Public Education Department's Spring Budget Workshop on Friday, March 28, 2014. If you are not attending the Spring Budget Workshop, we will be posting the presentation at nmpsia.com following the Workshop.

Thanks,

Christy and Ernestine New Mexico Public Schools Insurance Authority (NMPSIA) 410 Old Taos Highway Santa Fe, NM 87501 1.800.548.3724, ext. 111

Fax: 505.983.8670

www.nmpsia.com<http://www.nmpsia.com/>

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## **Crystal Garcia**

From:

Susan Baca-Garcia <sbaca-garcia@pomsassoc.com>

Sent:

Wednesday, March 12, 2014 10:33 AM

To:

danny.trujillo@k12espanola.org; Carinos de los Ninos Charter School

Cc:

james.dorn@state.nm.us

Subject:

Loss Control & Safety Audit - Carinos de Los Charter - Espanola

**Attachments:** 

2014\_03\_06 Carinos del Los Charter\_School.pdf

Importance:

High

Dr. Trujillo & Mr. Jaramillo:

Attached is the Loss Control & Safety Audit prepared for Carinos de Los Charter School by James Dorn, Risk Services Consultant, for the New Mexico Public School Insurance Authority (NMPSIA), on March 6, 2014.

Should you have questions or if we can be of further assistance with safety and/or risk related matters, please feel free to contact Mr. Dorn at (800) 548-3724 or myself at (505) 797-1354.

Thank You,

Susan Baca-Garcia
Administrative Assistant



320 Osuna NE, Suite C-1 \* Albuquerque, NM 87107 (505) 797.1354 \* (800) 898.6236 \* fax (505) 797.1432 <a href="mailto:sbaca-garcia@pomsassoc.com">sbaca-garcia@pomsassoc.com</a>

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# Poms & Associates

Risk Services

## **NMPSIA**

## **Espanola Public Schools**

Carinos del Los Charter School

Loss Control & Safety Audit



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## **EXECUTIVE SUMMARY**

This report contains the findings of an independent Loss Control & Safety Audit of Carinos del Los Charter School. The audit was conducted on March 6, 2014, on behalf of the Espanola Public Schools, and at the request of NMPSIA.

A photograph and/or an observation, location, recommendation, and/or standard citation may accompany checkmarks in the "No" column of the checklists. Detailed observations and recommendations are found on the pages following the checklists. Information was gathered from onsite physical conditions and from statements made by your organization's staff. Some items marked as "No" or "Unacceptable" may not necessarily be noncompliant with standards; these items are marked as such when ongoing maintenance recommendations are made. In addition, some conditions could not be determined or verified and their acceptability may be marked as "No" or "Unacceptable" in the report. It is your organization's responsibility to determine the acceptability of each condition and to address hazards and concerns.

The photographs are representative of concerns or issues documented during the audit process. These conditions may exist in multiple locations on the same site; therefore, the photographs should be considered representatives of these conditions and not depictions of every instance where these issues were observed. In addition, this report represents the conditions that were apparent at the time of the visit. Hazardous conditions are dynamic in nature and therefore may change, improve, or worsen after completion of the audit process.

The Loss Control & Safety Audit is based upon an overview of the hazards and loss exposures of your organization and its sites. Every part of every building and location is not normally visited. Some areas may not be accessible at the time of the audit or may inadvertently be missed. Your organization is encouraged to act upon the recommendations made in the Loss Control & Safety Audit, with or without photographs, in a timely manner wherever and whenever the conditions may be found within your organization.

Loss control is a daily responsibility of your District's management. NMPSIA's visits and related efforts made by Poms & Associates are not considered or intended by NMPSIA, to be a substitute for all or part of your District's comprehensive loss control program. Any recommendations made by NMPSIA are drawn from information provided by your organization and the conditions observed at the time of the visit. This information does not necessarily address each and every possible loss potential, code, statutory violation, or exception to good practices and procedures. The absence of a comment or recommendation does not necessarily mean that the conditions are a representation of compliance with all acceptable codes and statutes, conformation with good practices and procedures, and/or an absence of loss potential.



The Poms & Associates staff extends its thanks to Vernon Jaramillo, Principal, and the staff of Carinos del Los Charter School for their cooperation and assistance during this audit. We welcome any questions or comments. Inquiries regarding the physical locations, findings, or the referenced standards may be addressed to Poms & Associates at (800) 898-6236 or to NMPSIA at 1-800-548-3724.

## **GENERAL CONDITIONS INSPECTION**

Contact: Vernon Jaramillo, Principal

Auditor: James Dorn

Member Agency: Espanola Public Schools

Client: NMPSIA

Inspection Concluded: March 6, 2014

Hazard Type	Hazard Scope	<b>Hazard Urgency</b>	Capital
1 – Egress Issue	A – Facilities/Planning	I – Immediate	C - Capital
2 – Injury Hazard	B – Custodial or	H – High	NC - Non-
3 – Property Loss	Maintenance	M – Medium	Capital
4 – Regulatory or	C – Policy and/or	L – Low	
Legal Issue	Procedures	O – Ongoing /	
5 – Accepted Best	D – Employee Practices	Preventative	
Practices			

Exterior Areas		Exterior Areas		Yes No		Priority	Recommendations	
Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?		Х		2,4 - B - M -	NC	2014-001		
ding Conditions	Yes	No	NA	Priority	Reco	mmendations		
Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?		Х		2 2 2 2		2014-002 2014-003		
Do building structures and finish materials appear to be in good condition and free of visible deterioration?		х		3,4 - A,B - N 3,4 - A,B - N	Л - NC Л - NC	2014-004 2014-005 2014-006 2014-007		
Do doors, windows, and glass appear to be of an appropriate type and condition?		X		1,5 - B - L -	NC	2014-008		
	Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?  ding Conditions  Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?  Do building structures and finish materials appear to be in good condition and free of visible deterioration?  Do doors, windows, and glass appear to be of an appropriate type and	Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?  Sing Conditions  Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?  Do building structures and finish materials appear to be in good condition and free of visible deterioration?  Do doors, windows, and glass appear to be of an appropriate type and	Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?  Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?  Do building structures and finish materials appear to be in good condition and free of visible deterioration?  Do doors, windows, and glass appear to be of an appropriate type and	Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?  Sing Conditions  Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?  Do building structures and finish materials appear to be in good condition and free of visible deterioration?  Do doors, windows, and glass appear to be of an appropriate type and	Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?  Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?  Do building structures and finish materials appear to be in good condition and free of visible deterioration?  Do doors, windows, and glass appear to be of an appropriate type and	Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?    Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?    Do building structures and finish materials appear to be in good condition and free of visible deterioration?    Do doors, windows, and glass appear to be of an appropriate type and   X   2,4 - B - M - NC		



	Was the building free of apparent leaks		Х		3,4 - B - M -		2014-009
	or other obvious water intrusion?				3,4 - A,B - N	1 - NC	2014-010
6	Do walls and ceilings appear to be of		X		3,4,5 - B,C -	M -	2014-011
	an appropriate type and condition?				NC		
					2,3,5 - B - N	1 - NC	2014-012
					3,5 - B - O -	NC	2014-013
					2,3,4,5 - B,0	C - M -	2014-014
					NC		
7	Are floors and floor coverings of an		Х		2,4 - A,B - N	Λ - NC	2014-015
	appropriate type and condition?				2,5 - A,B - N		2014-016
					2,4 - A,B - N		2014-017
Asse	mbly Areas	Yes	No	NA	Priority		mmendations
8	Are seating systems in good condition	103	X		4,5 - A,C - L		2014-018
•	and equipped with guardrails where				4,5 A,C L		2014 010
	required?						
Eme	rgency Action Equipment & Systems	Yes	No	NA	Priority	Reco	mmendations
9	Are the appropriate types of fire		Х		3,4 - B,C,D	- M -	2014-019
	extinguishers properly installed,				NC		
	unobstructed, inspected on a monthly				3,4 - A,C - N	и - NC	2014-020
	and annual basis, and equipped with				.,,.		
	service tags?						
10	Are alarm systems installed and tested		Х		2,3,4,5 - B -	- M -	2014-021
	on a regular basis, and are pull stations				NC		
	and alarm panels unobstructed?						
	hanical and Utility Systems	Yes	No	NA	Priority		mmendations
11	Are electrical panels and utility shutoff		X		2,3,5 - A,C	- M -	2014-022
	switches and valves unobstructed,				NC		
	properly labeled or identified, and				3,4,5 - B,D	- M -	2014-023
	protected from tampering; and do				NC		
	. tallele and any annual and the second and		1				
	visible system components appear to						
12	be in good condition?		V		24 D II	NC	2014 024
12	be in good condition?  Are electrical fixtures properly		х		2,4 - D - H -	· NC	2014-024
12	be in good condition?  Are electrical fixtures properly installed, properly protected, and free		Х		2,4 - D - H -	· NC	2014-024
	be in good condition?  Are electrical fixtures properly installed, properly protected, and free of damage?						
	be in good condition?  Are electrical fixtures properly installed, properly protected, and free of damage?  Are plumbing systems and fixtures in		x		2,4 - B - M	- NC	2014-025
	be in good condition?  Are electrical fixtures properly installed, properly protected, and free of damage?  Are plumbing systems and fixtures in good condition and free from damage					- NC	
	be in good condition?  Are electrical fixtures properly installed, properly protected, and free of damage?  Are plumbing systems and fixtures in				2,4 - B - M	- NC	2014-025
	be in good condition?  Are electrical fixtures properly installed, properly protected, and free of damage?  Are plumbing systems and fixtures in good condition and free from damage				2,4 - B - M	- NC	2014-025
12	be in good condition?  Are electrical fixtures properly installed, properly protected, and free of damage?  Are plumbing systems and fixtures in good condition and free from damage				2,4 - B - M	- NC	2014-025
	be in good condition?  Are electrical fixtures properly installed, properly protected, and free of damage?  Are plumbing systems and fixtures in good condition and free from damage				2,4 - B - M	- NC	2014-025
	be in good condition?  Are electrical fixtures properly installed, properly protected, and free of damage?  Are plumbing systems and fixtures in good condition and free from damage				2,4 - B - M	- NC	2014-025
	be in good condition?  Are electrical fixtures properly installed, properly protected, and free of damage?  Are plumbing systems and fixtures in good condition and free from damage				2,4 - B - M	- NC	2014-025
	be in good condition?  Are electrical fixtures properly installed, properly protected, and free of damage?  Are plumbing systems and fixtures in good condition and free from damage				2,4 - B - M	- NC	2014-025
	be in good condition?  Are electrical fixtures properly installed, properly protected, and free of damage?  Are plumbing systems and fixtures in good condition and free from damage				2,4 - B - M	- NC	2014-025



Housekeeping and Storage Practices		Yes	No	NA	Priority	Reco	mmendations
14	Is the premises free of the accumulation of trash, debris, or the unsafe storage of combustibles?		Х		5 - B,D - O -	2014-027	
General Conditions – Other		Yes	No	NA	Priority	Recoi	mmendations
15	Is the site free of graffiti or other signs of vandalism?		Х		3,5 - B - O - 2,3,5 - B,C - NC		2014-028 2014-029
16	Are other general conditions free of apparent hazards or concerns?		Х		3,5 - A,C - N 2,3,4 - B - N		2014-030 2014-031

## GENERAL CONDITIONS INSPECTION RECOMMENDATIONS

## **Exterior Areas**

1. Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?

## Recommendation Number: 2014-001

## **Observations:**

 Some of the paved areas had minor deterioration that, if left unrepaired, could worsen and result in trip/fall hazards.

### Recommendations:

 The pavement condition should be closely monitored and repairs made as needed.

## Standards:

 NMAC 6.27.30 - Statewide Adequacy Standards



## **Building Conditions**

# 2. Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?

## Recommendation Number: 2014-002

### **Observations:**

- Some of the light fixtures were missing diffusers.
- Light diffusers reduce glare, protect the light bulbs from damage, and reduce the hazards created by broken glass should bulbs break.

## **Recommendations:**

- Missing light diffusers should be replaced.
- Specially designed plastic sleeves may be used in place of light diffusers for fluorescent light bulbs.

### Standards:

IPMC, Section 605 - Electrical Equipment







## Recommendation Number: 2014-003 Observations:

- Exposed light sockets were present where light bulbs were missing.
- The exposed light sockets increase the risks of electric shock and fire incidents.

#### Recommendations:

 Light bulbs should be placed in all open light sockets, or the circuit de-energized, locked and tagged out of service.

### Standards:

IPMC, Section 605 - Electrical Equipment



# 3. Do building structures and finish materials appear to be in good condition and free of visible deterioration?

## Recommendation Number: 2014-004

## **Observations:**

- The stucco exterior of one or more buildings was damaged.
- The damaged area exposes the building interior structure to the weather elements, and compromises the building's fire safety.

## **Recommendations:**

The damaged areas should be repaired.

### Standards:

IPMC, Section 304 - Exterior Structure





# Recommendation Number: 2014-005 Observations:

- The paint was peeling in some areas.
- The peeling paint can lead to accelerated building wear and poses an attractive nuisance.

## Recommendations:

 The peeling and flaking paint should be removed and the surfaces repainted to prevent accelerated building wear.

### Standards:

■ IPMC, Section 304 - Exterior Structure





# Recommendation Number: 2014-006 Observations:

A concrete entryway cover was deteriorating.

## **Recommendations:**

 The cover should be repaired, replaced or removed as necessary.

- Good Loss Prevention Practices
- IPMC, Section 304 Exterior Structure



## Recommendation Number: 2014-007 Observations:

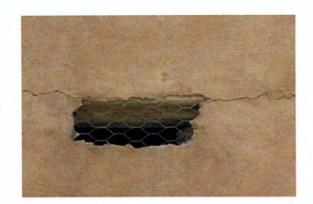
- One or more unguarded ventilation ports were observed.
- The missing port screen/grill permits the entry of disease carrying vermin and other small animals.

## **Recommendations:**

 The missing ventilation port guards should be replaced.

### Standards:

- Good Loss Prevention Practices
- IPMC, Section 308 Extermination



## 4. Do doors, windows, and glass appear to be of an appropriate type and condition?

## Recommendation Number: 2014-008

### **Observations:**

Door frames were damaged and/or deteriorated.

## **Recommendations:**

- The damaged door frames should be repaired and/or replaced.
- Door frames should be inspected, repaired and/or replaced on a regular basis to ensure that they function properly and provide adequate security.



- Good Loss Prevention Practices
- IPMC, Section 301 General



## 5. Was the building free of apparent leaks or other obvious water intrusion?

## Recommendation Number: 2014-009

### **Observations:**

- Evidence of leaks and/or other water intrusion was present.
- Water intrusion and the presence of moisture in building materials can foster the growth of mold and mildew.

#### Recommendations:

- The source of the water intrusion should be determined and corrective action taken to prevent recurrence.
- Wall coverings, ceiling tiles, floor coverings, and wall and ceiling insulation should be inspected to identify the presence of damage or mold growth. Both exposed and concealed surfaces should be inspected.
- Damaged and contaminated materials should be removed and disposed of in a way that prevents their continued use.
- The entire damaged or contaminated area should be cleaned and disinfected with an effective fungicide prior to installing new materials.



- NMAC 6.27.30 Statewide Adequacy Standards
- IPMC, Section 305 Interior Structures





# Recommendation Number: 2014-010 Observations:

 Evidence of a leak was observed that may be an indication of structural damage.

## **Recommendations:**

- A structural or civil engineer should inspect the building to determine the extent of the damage, assess any risks related to continued use of the building and recommend corrective action.
- Corrective action should address repair of the current damage and measures necessary to reduce recurrence of this condition.

- NMAC 6.27.30 Statewide Adequacy Standards
- IPMC, Section 304 Exterior Structure







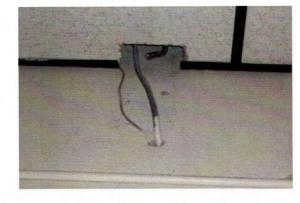


## 6. Do walls and ceilings appear to be of an appropriate type and condition?

## **Recommendation Number: 2014-011**

#### **Observations:**

- Annular openings were observed in the ceilings.
- The annular openings were not fire stopped.
- The annular openings in the ceilings compromise the fire safety of the structure, and they provide an entry point for insects and vermin.



### Recommendations:

The annular openings in the ceilings should be properly fire stopped.

#### Standards:

- Good Loss Prevention Practices
- IPMC, Section 703 Fire-Resistance Ratings

# Recommendation Number: 2014-012 Observations:

- Some of the baseboard molding observed was loose.
- This condition poses trip/fall hazards.

#### Recommendations:

 The loose molding should be securely fastened to the wall.

- Good Loss Prevention Practices
- IPMC, Section 305 Interior Structures





## Recommendation Number: 2014-013 Observations:

- The wall covering observed in one or more areas was damaged and/or peeling.
- The damaged areas pose an attractive nuisance and invite more damage.

## **Recommendations:**

 Any damage to the walls or wall coverings should be repaired.

### Standards:

- Good Loss Prevention Practices
- IPMC, Section 305 Interior Structures



## Recommendation Number: 2014-014 Observations:

- Ceiling tiles were missing, and insulation material was exposed.
- These conditions could result in respiratory and skin irritations, compromise the building's fire safety, and pose an attractive nuisance.

## **Recommendations:**

The missing ceiling tiles should be replaced.

## Standards:

IPMC, Section 703 - Fire-Resistance Ratings



## 7. Are floors and floor coverings of an appropriate type and condition?

## **Recommendation Number: 2014-015**

### **Observations:**

- Some of the floor tiles were damaged.
- The damaged flooring presents slip/trip/fall hazards.
- Some of the damaged floor tiles or their adhesive may contain asbestos, which could present an asbestos exposure hazard.

### **Recommendations:**

- The site Asbestos Management Plan should be reviewed to determine if the flooring contains asbestos.
- Damaged flooring that does not contain asbestos should be removed and replaced.
- Damaged flooring that contains asbestos should be abated in accordance with AHERA requirements.
- Missing and damaged floor tiles should be repaired and/or replaced to reduce trip/fall hazards.

- 40 CFR, Part 763 Asbestos
- IPMC, Section 305 Interior Structures









## Recommendation Number: 2014-016 Observations:

- The carpeting was frayed and unraveling in places.
- The loose threads of the unraveling carpeting pose trip/fall hazards.

## **Recommendations:**

- The manufacturer of the carpeting should be contacted to determine the best methods to repair the carpeting.
- The carpeting should be repaired or replaced in accordance with the manufacturer's recommendations.
- The manufacturer should also be asked what installation steps should be taken to avoid this
  condition in the future.



Good Loss Prevention Practices

# Recommendation Number: 2014-017 Observations:

- Some of the floor boards in the gym were water damaged.
- The damaged flooring presents slip/trip/fall hazards.

### **Recommendations:**

 Missing and damaged floor boards should be repaired and/or replaced to reduce trip/fall hazards.

- 40 CFR, Part 763 Asbestos
- IPMC, Section 305 Interior Structures









## **Assembly Areas**

# 8. Are seating systems in good condition and equipped with guardrails where required?

## Recommendation Number: 2014-018

#### **Observations:**

- Signs were posting indicating safety problem with bleachers.
- Bleacher structures and grandstands present a loss exposure due to falls and/or structure failure.



 A preventive maintenance program should be administered for telescoping and/or folding bleachers.



- The program should include a comprehensive annual inspection by a qualified person and biennial inspections by a professional engineer, registered architect, or other qualified individual certified by the bleacher manufacturer.
- Documentation of inspections and repairs should be maintained.
- The wheels, connecting components, and locking mechanisms of these tables should be thoroughly inspected on a regular basis, at minimum annually.
- The wheels should be cleaned and the connecting and locking components replaced when they begin to show signs of wear.
- The wheels and pivot points should be kept lubricated as recommended by the manufacturer to reduce the wear on the components.

- NFPA 102 Standard for Grandstands, Folding and Telescopic Seating, Tents, and Membrane Structures
- Good Loss Prevention Practices

## **Emergency Action Equipment & Systems**

9. Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with service tags?

#### Recommendation Number: 2014-019

#### Observations:

 Monthly fire extinguisher inspections are not being conducted.

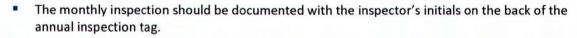
#### **Recommendations:**

The fire extinguishers should be inspected on a monthly basis to ensure that:

they are properly wall mounted;

the seals and pull pins are still intact; and

the units are fully charged and ready for use.



#### Standards:

29 CFR 1910, Subpart L - Fire Protection

# Recommendation Number: 2014-020

# Observations:

 The access window of one of the fire extinguisher cabinets were observed to be missing.

#### **Recommendations:**

 The windows in the fire response cabinets should be replaced with breakable material.

- Good Loss Prevention Practices
- 29 CFR 1910, Subpart L Fire Protection





10. Are alarm systems installed and tested on a regular basis, and are pull stations and alarm panels unobstructed?

Recommendation Number: 2014-021

### **Observations:**

- Clear plastic covers are in place over some fire alarm pull stations.
- The cover at one pull station was partially removed and inoperative.

#### **Recommendations:**

The cover should be reinstalled.

#### Standards:

- Good Loss Prevention Practices
- IPMC, Section 704 Fire Protection Systems



## **Mechanical and Utility Systems**

11. Are electrical panels and utility shutoff switches and valves unobstructed, properly labeled or identified, and protected from tampering; and do visible system components appear to be in good condition?

Recommendation Number: 2014-022

#### **Observations:**

- Age of some buildings could allow easy access to roof.
- Utility location allows for easy access to the roof.

#### **Recommendations:**

- Identify easy roof access points and take measures to make access more difficult.
- Consideration should be given to removing or improving object, structures or landscaping to reduce/eliminate roof access by unauthorized persons.

- Good Safety Practice
- Good Safety & Security Practice



# Recommendation Number: 2014-023 Observations:

- One or more electric panelboards that were accessible to unauthorized persons were unlocked.
- This permits unauthorized access to the circuit breakers.

### Recommendations:

- The doors of all panelboard cabinets located in public hallways and rooms should be kept locked at all times.
- This will reduce the risk of the intentional activation or deactivation of circuit breakers.



- Good Loss Prevention Practices
- 29 CFR 1910, Subpart S Electrical



# 12. Are electrical fixtures properly installed, properly protected, and free of damage?

# Recommendation Number: 2014-024

#### **Observations:**

- Tape was placed over an electric receptacle.
- This practice poses fire hazards.

#### **Recommendations:**

- The practice of taping receptacles should be discontinued.
- The situation should be investigated to determine why the receptacle is taped.
- If it is taped to prevent water or dust from entering, the receptacle should be replaced with a
  ground fault circuit interrupter equipped receptacle that is also equipped with a weather
  resistant, spring-loaded cover.
- If it is taped to prevent overloading the circuit, a qualified electrician should inspect the circuit to determine what changes should be made to repair the circuit.
- If it is taped because the circuit is damaged, then the circuit should be properly repaired by qualified personnel.

- Good Loss Prevention Practices
- 29 CFR 1910, Subpart S Electrical



# 13. Are plumbing systems and fixtures in good condition and free from damage or leaking?

### **Recommendation Number: 2014-025**

#### **Observations:**

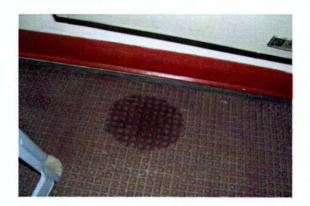
 One or more leaking water fountains were observed.

#### **Recommendations:**

The leaking plumbing should be repaired.

#### Standards:

- IPMC, Section 504 Plumbing Systems and Fixtures
- Good Loss Prevention Practices



# Recommendation Number: 2014-026 Observations:

A leaking sink was observed.

#### **Recommendations:**

The leaking plumbing should be repaired.

- IPMC, Section 504 Plumbing Systems and Fixtures
- Good Loss Prevention Practices



# **Housekeeping and Storage Practices**

# 14. Is the premises free of the accumulation of trash, debris, or the unsafe storage of combustibles?

#### Recommendation Number: 2014-027

#### Observations:

 Trash and debris were strewn around some areas of the campus.

#### Recommendations:

- Frequent, at least daily, inspections of the grounds should be made to find and remove debris and trash.
- Since debris tends to attract more debris, it should be removed promptly upon discovery.



#### Standards:

Good Loss Prevention Practices

#### General Conditions - Other

### 15. Is the site free of graffiti or other signs of vandalism?

#### Recommendation Number: 2014-028

#### **Observations:**

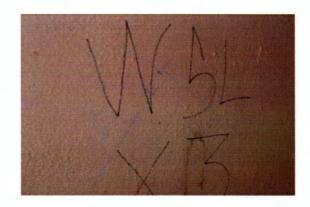
- Graffiti was present in some areas. The presence of graffiti invites additional graffiti.
- Prompt response to graffiti is a proven deterrent to future graffiti.

#### **Recommendations:**

 Graffiti should be promptly covered or removed when discovered. Prior to removal, it should be photographed for documentation.

#### Standards:

Good Loss Prevention Practices



# Recommendation Number: 2014-029 Observations:

- In addition to graffiti, other evidence of vandalism was observed, such as damaged windows and vents.
- The damaged property posed injury hazards, and encouraged additional acts of vandalism.

#### Recommendations:

- The damaged property should be repaired.
- Consideration should be given to reviewing the patterns of vandalism, such as the time of the year, days of the week, time of day, and areas of the property where vandalism occurs. Then a targeted prevention plan should be developed and implemented.

#### Standards:

Good Loss Prevention Practices



# 16. Are other general conditions free of apparent hazards or concerns?

# Recommendation Number: 2014-030

### **Observations:**

Student lockers were present but not in use.
 Eliminating student lockers may reduce vandalism, contraband, and harassment incidents.

#### **Recommendations:**

- Consideration should be given to removing the lockers.
- If the District chooses to retain the lockers, any damaged lockers should be repaired or replaced.
- If lockers are retained and used, they should be assigned by grade level to reduce the likelihood of harassment between grade levels.

### Standards:

Good Loss Prevention Practices



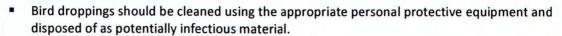


# Recommendation Number: 2014-031 Observations:

- Bird nests were observed in the exterior lights, building structures, and/or exterior utility structures.
- The bird nests can pose fire, health, and property damage hazards.

#### **Recommendations:**

 Bird nests, bird droppings, and any other debris should be removed.



 Holes and/or openings in which birds roost should be treated or sealed off to prevent the birds from nesting.

- Good Loss Prevention Practices
- IPMC, Section 302 Exterior Property Areas



### PLAYGROUND CONDITIONS INSPECTION DISCLAIMER

This report was completed by James Dorn, a Certified Playground Safety Inspector. The playground conditions and features were compared with the requirements of playground safety standards published by the U.S. Consumer Product Safety Commission and ASTM International. Some recommendations are based upon insurance claim information and professional judgment.

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# PLAYGROUND CONDITIONS INSPECTION

Contact: Vernon Jaramillo, Principal

Auditor: James Dorn

Member Agency: Espanola Public Schools

Client: NMPSIA

Inspection Concluded: March 6, 2014

Hazard Type	Hazard Scope	<b>Hazard Urgency</b>	Capital
1 – Egress Issue	A – Facilities/Planning	I – Immediate	C – Capital
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3 – Property Loss	Maintenance	M – Medium	Capital
4 – Regulatory or	C – Policy and/or	L – Low	
Legal Issue	Procedures	O – Ongoing /	
5 – Accepted Best	D – Employee Practices	Preventative	
Practices			

Play	ground Conditions Inspection	Yes	No	NA	Priority	Recommendations
1	Are playground areas equipped with signage that provides warnings, age appropriateness, and other relevant information?		Х		4 - A - L - NC	2014-032
2	Are playground structures equipped with a shock absorbing surface of an appropriate type and depth beneath them?		Х		2,4 - C,D - H 2,4 - B,C - O	

### PLAYGROUND CONDITIONS INSPECTION RECOMMENDATIONS

### **Playground Conditions Inspection**

1. Are playground areas equipped with signage that provides warnings, age appropriateness, and other relevant information?

Recommendation Number: 2014-032

#### Observations:

- Signs to indicate the age appropriateness of the equipment were not present in each playground area.
- Signs recommending adult supervision were not posted.

#### **Recommendations:**

- Signs should be posted near each of the playground areas to indicate the age appropriateness of the equipment located in that playground area. Equipment that is inappropriate for users younger than 5 years old should be signed accordingly.
- Signs recommending adult supervision should be posted.
- Additional signage should be posted as appropriate based on the unique characteristics of each playground and/or other District policies.
- Signs or labels may be placed on the equipment itself, or freestanding signs may be used in place of a label.
- If freestanding signs are used, they should be located outside of the equipment use zone and meet the requirements of section 9.1 of ASTM 1487.

- Good Loss Prevention Practices
- CPSC, Publication 325, Public Playground Safety Handbook

# 2. Are playground structures equipped with a shock absorbing surface of an appropriate type and depth beneath them?

Recommendation Number: 2014-033

#### **Observations:**

- The protective surfacing had become displaced from the intended area onto the adjacent sidewalk.
- This condition poses numerous slip/fall hazards.

#### **Recommendations:**

 The protective surfacing should be swept back into the designated play area on a daily basis.



#### Standards:

- Good Loss Prevention Practices
- CPSC, Publication 325, Public Playground Safety Handbook

# Recommendation Number: 2014-034 Observations:

The protective surfacing around and under the equipment was of an insufficient depth in some areas of the use zone and/or it did not extend throughout the entire use zone of the equipment.

### **Recommendations:**

- Protective surfacing should be installed and maintained throughout the entire use zone of the equipment being protected.
  - ed in all areas of the equipment use zone so that it
- The protective surfacing should be maintained in all areas of the equipment use zone so that it provides adequate protection for the maximum height of the equipment.
- The depth of the protective surfacing should be monitored and topped off as needed to ensure that it retains a fall height value equal to or greater than the fall height of the protected equipment.

#### Standards:

- Good Loss Prevention Practices
- CPSC, Publication 325, Public Playground Safety Handbook



Rich Services

# **END OF DOCUMENT**

### **Crystal Garcia**

From:

Susan Baca-Garcia <sbaca-garcia@pomsassoc.com>

Sent:

Wednesday, March 12, 2014 11:07 AM

To:

danny.trujillo@k12espanola.org; yanira.vasquez@k12espanola.org

Cc:

james.dorn@state.nm.us

Subject:

Tony Quintana Elementary - Espanola

**Attachments:** 

2014\_03\_06\_Tony\_E.\_Quintana\_Elementary\_School.pdf

Importance:

High

Dr. Trujillo & Ms. Vasquez:

Attached is the Loss Control & Safety Audit prepared for Tony E. Quintana Elementary by James Dorn, Risk Services Consultant, for the New Mexico Public School Insurance Authority (NMPSIA), on March 6, 2014.

Should you have questions or if we can be of further assistance with safety and/or risk related matters, please feel free to contact Mr. Dorn at (800) 548-3724 or myself at (505) 797-1354.

Thank You,

Susan Baca-Garcia
Administrative Assistant



320 Osuna NE, Suite C-1 \* Albuquerque, NM 87107 (505) 797.1354 \* (800) 898.6236 \* fax (505) 797.1432 <a href="mailto:sbaca-garcia@pomsassoc.com">sbaca-garcia@pomsassoc.com</a>

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# Poms & Associates

Risk Services

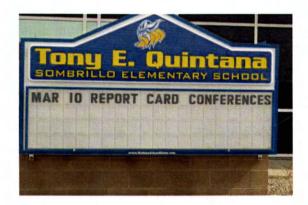


# **NMPSIA**

# **Espanola Public Schools**

Tony E. Quintana Elementary School

Loss Control & Safety Audit



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#### **EXECUTIVE SUMMARY**

This report contains the findings of an independent Loss Control & Safety Audit of Tony E. Quintana Elementary School. The audit was conducted on March 6, 2014, on behalf of the Espanola Public Schools, and at the request of NMPSIA.

A photograph and/or an observation, location, recommendation, and/or standard citation may accompany checkmarks in the "No" column of the checklists. Detailed observations and recommendations are found on the pages following the checklists. Information was gathered from onsite physical conditions and from statements made by your organization's staff. Some items marked as "No" or "Unacceptable" may not necessarily be noncompliant with standards; these items are marked as such when ongoing maintenance recommendations are made. In addition, some conditions could not be determined or verified and their acceptability may be marked as "No" or "Unacceptable" in the report. It is your organization's responsibility to determine the acceptability of each condition and to address hazards and concerns.

The photographs are representative of concerns or issues documented during the audit process. These conditions may exist in multiple locations on the same site; therefore, the photographs should be considered representatives of these conditions and not depictions of every instance where these issues were observed. In addition, this report represents the conditions that were apparent at the time of the visit. Hazardous conditions are dynamic in nature and therefore may change, improve, or worsen after completion of the audit process.

The Loss Control & Safety Audit is based upon an overview of the hazards and loss exposures of your organization and its sites. Every part of every building and location is not normally visited. Some areas may not be accessible at the time of the audit or may inadvertently be missed. Your organization is encouraged to act upon the recommendations made in the Loss Control & Safety Audit, with or without photographs, in a timely manner wherever and whenever the conditions may be found within your organization.

Loss control is a daily responsibility of your District's management. NMPSIA's visits and related efforts made by Poms & Associates are not considered or intended by NMPSIA, to be a substitute for all or part of your District's comprehensive loss control program. Any recommendations made by NMPSIA are drawn from information provided by your organization and the conditions observed at the time of the visit. This information does not necessarily address each and every possible loss potential, code, statutory violation, or exception to good practices and procedures. The absence of a comment or recommendation does not necessarily mean that the conditions are a representation of compliance with all acceptable codes and statutes, conformation with good practices and procedures, and/or an absence of loss potential.



The Poms & Associates staff extends its thanks to Yanira Vasquez, Principal, and the staff of Tony E. Quintana Elementary School for their cooperation and assistance during this audit. We welcome any questions or comments. Inquiries regarding the physical locations, findings, or the referenced standards may be addressed to Poms & Associates at (800) 898-6236 or to NMPSIA at 1-800-548-3724.



# GENERAL CONDITIONS INSPECTION

Contact: Yanira Vasquez, Principal

Auditor: James Dorn

Member Agency: Espanola Public Schools

Client: NMPSIA

Inspection Concluded: March 6, 2014

Hazard Type	Hazard Scope	Hazard Urgency	Capital
1 – Egress Issue	A – Facilities/Planning	I – Immediate	C – Capital
2 - Injury Hazard	B – Custodial or	H – High	NC - Non-
3 – Property Loss	Maintenance	M – Medium	Capital
4 – Regulatory or	C – Policy and/or	L – Low	
Legal Issue	Procedures	O – Ongoing /	
5 – Accepted Best	D – Employee Practices	Preventative	
Practices			

Exte	rior Areas	Yes	No	NA	Priority	Recommendations
1	Is fencing provided, and are fences and gates of an appropriate type and condition?		Х		2,3,4 - A,B - NC	M - 2014-001
Buile	ding Conditions	Yes	No	NA	Priority	Recommendations
2	Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?		Х		2,5 - B - L -	NC 2014-002
3	Do doors, windows, and glass appear to be of an appropriate type and condition?		Х		1,5 - B - L - 2,5 - B - L - 1,5 - B - L -	NC 2014-004
4	Was the building free of apparent leaks or other obvious water intrusion?		Х		3,4 - B - M -	
5	Do walls and ceilings appear to be of an appropriate type and condition?		Х		3,5 - B - L -	NC 2014-007
Doo	rs, Exits, and Means of Egress	Yes	No	NA	Priority	Recommendations
6	Are "EXIT" and "NOT AN EXIT" signs installed?		Х		1,4 - A,B - F	H - NC 2014-008



Eme	rgency Action Equipment & Systems	Yes	No	NA	Priority	Recommendations
7	Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with service tags?		Х		3,4 - B,C,D · NC	- M - 2014-009
Mec	hanical and Utility Systems	Yes	No	NA	Priority	Recommendations
8	Are electrical panels and utility shutoff switches and valves unobstructed, properly labeled or identified, and protected from tampering; and do visible system components appear to be in good condition?		X		4 - B - M - N	NC 2014-010
9	Are electrical wiring systems in good condition; is live wiring properly capped and concealed; and is wiring free of damage or improper usage?		Х		2,3,4 - B,D · NC	- H - 2014-011
10	Are electrical fixtures properly installed, properly protected, and free of damage?		Х		3,4 - B - H -	NC 2014-012
11	Are plumbing systems and fixtures in good condition and free from damage or leaking?		Х		2,4 - B - M	- NC 2014-013
Gen	eral Conditions - Other	Yes	No	NA	Priority	Recommendations
12	Are other general conditions free of apparent hazards or concerns?		Х		2,3,4,5 - C,I NC	D - M - 2014-014



# GENERAL CONDITIONS INSPECTION RECOMMENDATIONS

#### **Exterior Areas**

1. Is fencing provided, and are fences and gates of an appropriate type and condition?

Recommendation Number: 2014-001

### **Observations:**

- Portions of the fence were not completed.
- The fence conditions pose attractive nuisance and injury hazards.

### Recommendations:

Incomplete fencing should be repaired.

- Good Loss Prevention Practices
- IPMC, Section 304 Exterior Structure





# **Building Conditions**

# 2. Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?

# Recommendation Number: 2014-002

#### **Observations:**

Some of the light fixtures were broken.

#### **Recommendations:**

 The light fixtures throughout the site should be inspected and repaired as necessary to ensure that proper lighting is provided.

#### Standards:

IPMC, Section 605 - Electrical Equipment





## 3. Do doors, windows, and glass appear to be of an appropriate type and condition?

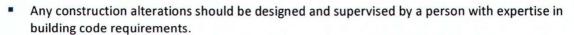
#### Recommendation Number: 2014-003

#### **Observations:**

 Door frames were rusting and/or deteriorated.

#### **Recommendations:**

- The damaged door frames should be repaired and/or replaced.
- Door frames should be inspected, repaired and/or replaced on a regular basis to ensure that they function properly and provide adequate security.



- Good Loss Prevention Practices
- IPMC, Section 301 General



# Recommendation Number: 2014-004 Observations:

- Damaged window screens were observed.
- The damaged screens pose an attractive nuisance and potential for injury.

#### **Recommendations:**

 The damaged screens should be repaired or replaced.

#### Standards:

- Good Loss Prevention Practices
- IPMC, Section 304 Exterior Structure



# Recommendation Number: 2014-005 Observations:

Window frames were rusting and/or deteriorated.

#### **Recommendations:**

- The damaged frames should be repaired and/or replaced.
- Frames should be inspected, repaired and/or replaced on a regular basis to ensure that they function properly and provide adequate security.



 Any construction alterations should be designed and supervised by a person with expertise in building code requirements.

- Good Loss Prevention Practices
- IPMC, Section 301 General

## 4. Was the building free of apparent leaks or other obvious water intrusion?

#### Recommendation Number: 2014-006

#### Observations:

- Evidence of leaks and/or other water intrusion was present.
- Water intrusion and the presence of moisture in building materials can foster the growth of mold and mildew.

#### **Recommendations:**

- The source of the water intrusion should be determined and corrective action taken to prevent recurrence.
- Wall coverings, ceiling tiles, floor coverings, and wall and ceiling insulation should be inspected
  to identify the presence of damage or mold growth. Both exposed and concealed surfaces
  should be inspected.
- Damaged and contaminated materials should be removed and disposed of in a way that prevents their continued use.
- The entire damaged or contaminated area should be cleaned and disinfected with an effective fungicide prior to installing new materials.

#### Standards:

- NMAC 6.27.30 Statewide Adequacy Standards
- IPMC, Section 305 Interior Structures

# 5. Do walls and ceilings appear to be of an appropriate type and condition?

### Recommendation Number: 2014-007

#### **Observations:**

- Holes and/or unprotected penetrations were present in some of the walls and/or ceilings.
- The openings in the walls compromise structural fire safety and provide an entry point for insects and vermin.

#### **Recommendations:**

 The holes should be properly sealed with approved materials.

#### Standards:

■ IPMC, Section 703 - Fire-Resistance Ratings





# Doors, Exits, and Means of Egress

### 6. Are "EXIT" and "NOT AN EXIT" signs installed?

## Recommendation Number: 2014-008

#### Observations:

 One or more of the illuminated exit signs were not illuminated; therefore, we could not determine if they were fully functional.

#### Recommendations:

 Exit signs should be inspected on a regular basis to ensure that they are functional at all times.



#### Standards:

- 29 CFR 1910, Subpart E Exit Routes, Emergency Action Plans, and Fire Prevention Plans
- IFC, Chapter 10 Means of Egress
- NFPA 101, Chapter 5 Means of Egress

# **Emergency Action Equipment & Systems**

7. Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with service tags?

Recommendation Number: 2014-009

#### **Observations:**

Fire extinguishers were obstructed.
 Obstructing fire response equipment delays or prevents access in an emergency.

#### **Recommendations:**

- Fire extinguishers should not be obstructed.
   A clear path to fire extinguishers should be maintained.
- Approved fire extinguishers should be mounted, located, and identified so that they are readily accessible to employees at all times.

#### Standards:

29 CFR 1910, Subpart L - Fire Protection



# **Mechanical and Utility Systems**

8. Are electrical panels and utility shutoff switches and valves unobstructed, properly labeled or identified, and protected from tampering; and do visible system components appear to be in good condition?

# Recommendation Number: 2014-010

#### **Observations:**

 The boxes were not locked to prevent unauthorized access.

#### Recommendations:

 All exterior utility controls should be covered and locked, or otherwise controlled, to prevent unauthorized access.

#### Standards:

- Good Loss Prevention Practices
- 29 CFR 1910, Subpart S Electrical



9. Are electrical wiring systems in good condition; is live wiring properly capped and concealed; and is wiring free of damage or improper usage?

Recommendation Number: 2014-011

#### **Observations:**

- Electrical junction boxes were missing their covers.
- The exposed wiring poses an electric shock and fire hazard.

#### **Recommendations:**

 All exposed wiring junctions should be properly covered.

#### Standards:

29 CFR 1910, Subpart S - Electrical



## 10. Are electrical fixtures properly installed, properly protected, and free of damage?

**Recommendation Number: 2014-012** 

#### **Observations:**

- Exterior electric outlets and/or switches were missing their weatherproof caps.
- This condition exposes the fixtures to contamination and damage and increases the risk of electric shock.

#### Recommendations:

 Missing covers should be replaced, or the fixtures should be replaced as needed with appropriately rated outlets and/or switches.

#### Standards:

29 CFR 1910, Subpart S - Electrical





# 11. Are plumbing systems and fixtures in good condition and free from damage or leaking?

Recommendation Number: 2014-013

#### **Observations:**

One or more of the drinking fountains were inoperative.

#### **Recommendations:**

Inoperative drinking fountains should be repaired as necessary.

- Good Loss Prevention Practices
- IPMC, Section 504 Plumbing Systems and Fixtures



#### General Conditions - Other

# 12. Are other general conditions free of apparent hazards or concerns?

Recommendation Number: 2014-014

#### **Observations:**

- Some of the trophies stored overhead were not secured.
- These unsecured items pose falling object hazards.

#### Recommendations:

Stored items should not create a hazard.
 Items should be shelved or racked in a manner designed to prevent them from tipping, falling, collapsing, rolling, or spreading.



- Racks, bins, planks, sleepers, bars, strips, blocks, and/or sheets should be used where necessary to make storage stable.
- Velcro, mounting putty, glue, or some other type of device should be used to secure large and/or heavy items stored overhead in public assembly areas and classrooms. Securing the items will prevent a falling object hazard during seismic activity. If the items cannot be secured, they should be removed.

#### Standards:

29 CFR 1910, Subpart N - Materials Handling and Storage

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# PLAYGROUND CONDITIONS INSPECTION

Contact: Yanira Vasquez, Principal

Auditor: James Dorn

Member Agency: Espanola Public Schools

Client: NMPSIA

Inspection Concluded: March 6, 2014

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Legal Issue	Procedures	O – Ongoing /	
5 – Accepted Best	D – Employee Practices	Preventative	
Practices			

Play	ground Conditions Inspection	Yes	No	NA	Priority	Reco	mmendations
1	Are courts and court fixtures free of apparent hazards?		Х		2,5 - A - M -	NC NC	2014-015
2	Are playground areas equipped with signage that provides warnings, age appropriateness, and other relevant information?		Х		4 - A - L - No	С	2014-016
3	Are playground structures equipped with a shock absorbing surface of an appropriate type and depth beneath them?		Х		2,4 - B,C - C	) - NC	2014-017

# PLAYGROUND CONDITIONS INSPECTION RECOMMENDATIONS

## **Playground Conditions Inspection**

## 1. Are courts and court fixtures free of apparent hazards?

#### Recommendation Number: 2014-015

#### Observations:

Metal chain basketball nets were in use.
 These nets pose an increased risk of injury.

#### **Recommendations:**

 The chain nets should be removed and replaced with linen or nylon fabric nets or the hoops left without nets.

#### Standards:

Good Loss Prevention Practices



# 2. Are playground areas equipped with signage that provides warnings, age appropriateness, and other relevant information?

#### Recommendation Number: 2014-016

#### Observations:

- Signs to indicate the age appropriateness of the equipment were not present in all playground areas.
- Signs recommending adult supervision were not posted.

#### Recommendations:

- Signs should be posted near each of the playground areas to indicate the age appropriateness of the equipment located in that playground area. Equipment that is inappropriate for users younger than 5 years old should be signed accordingly.
- Signs recommending adult supervision should be posted.
- Additional signage should be posted as appropriate based on the unique characteristics of each playground and/or other District policies.
- Signs or labels may be placed on the equipment itself, or freestanding signs may be used in place of a label.
- If freestanding signs are used, they should be located outside of the equipment use zone and meet the requirements of section 9.1 of ASTM 1487.

- Good Loss Prevention Practices
- CPSC, Publication 325, Public Playground Safety Handbook



# 3. Are playground structures equipped with a shock absorbing surface of an appropriate type and depth beneath them?

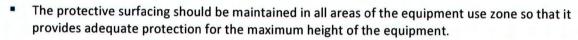
**Recommendation Number: 2014-017** 

#### **Observations:**

The protective surfacing around and under the equipment was of an insufficient depth in some areas of the use zone and/or it did not extend throughout the entire use zone of the equipment.

#### **Recommendations:**

 Protective surfacing should be installed and maintained throughout the entire use zone of the equipment being protected.



The depth of the protective surfacing should be monitored and topped off as needed to ensure that it retains a fall height value equal to or greater than the fall height of the protected equipment.

- Good Loss Prevention Practices
- CPSC, Publication 325, Public Playground Safety Handbook



# **END OF DOCUMENT**

## **Crystal Garcia**

From: Minnie Martinez <minnie.martinez@k12espanola.org>

**Sent:** Friday, March 21, 2014 8:50 AM

To: Jeannette Trujillo

Cc: Danny Trujillo; Esther Romero

Subject: Insurance Attachments: image001.jpg

Morning Ms. Jeannette,

FYI.

I have had a few calls from employees who are retiring or resigning at the end of the school year. They want to know until what month they will be covered for insurances. I have told them June 30th. It is too costly to carry them through the summer. I will be processing the paperwork to NMPSIA and the employees will get a confirmation stating their insurances will end June 30th.

After the Spring Budget Conference a letter will be sent out to employees letting them know their Medical Insurance will go up by 2.85%.

Minnie R. Martinez
Insurance Coordinator

Phone: 505-367-3314 Fax: 505-367-3362

Email: minnie.martinez@k12espanola.org<mailto:minnie.martinez@k12espanola.org>

Kindness is the language which the deaf can hear and the blind can see.

Mark Twain <a href="http://www.brainyquote.com/quotes/authors/m/mark">http://www.brainyquote.com/quotes/authors/m/mark</a> twain.html>

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# **Crystal Garcia**

From: Jeannette Trujillo < jeannette.trujillo@k12espanola.org>

**Sent:** Tuesday, March 25, 2014 12:40 PM **To:** Minnie Martinez; Elizabeth C. Martinez

Cc: Danny Trujillo; Esther Romero

**Subject:** RE: Insurance image001.jpg

Importance: High

Ms. Minnie,

You are correct.. An employee retiring at the end of 2013/2014 fiscal year insurance coverage will end June 30, 2014. Insurance deductions from summer work payrolls will not be allowed.

Retiring employees are required to complete necessary paperwork to have insurances effective July 1, 2014 thru ERB retirement.

From: Minnie Martinez

Sent: Friday, March 21, 2014 8:50 AM

To: Jeannette Trujillo

Cc: Danny Trujillo; Esther Romero

Subject: Insurance

Morning Ms. Jeannette,

FYI.

I have had a few calls from employees who are retiring or resigning at the end of the school year. They want to know until what month they will be covered for insurances. I have told them June 30th. It is too costly to carry them through the summer. I will be processing the paperwork to NMPSIA and the employees will get a confirmation stating their insurances will end June 30th.

After the Spring Budget Conference a letter will be sent out to employees letting them know their Medical Insurance will go up by 2.85%.

Minnie R. Martinez Insurance Coordinator

Phone: 505-367-3314 Fax: 505-367-3362

Email: minnie.martinez@k12espanola.org<mailto:minnie.martinez@k12espanola.org>

Kindness is the language which the deaf can hear and the blind can see.

Mark Twain <a href="http://www.brainyquote.com/quotes/authors/m/mark_twain.">http://www.brainyquote.com/quotes/authors/m/mark_twain.</a>
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# **Crystal Garcia**

From: Minnie Martinez <minnie.martinez@k12espanola.org>

**Sent:** Tuesday, March 25, 2014 3:05 PM

To: Jeannette Trujillo; Danny Trujillo; Elias J. Martinez

Subject: FW: IMPORTANT NOTICE FROM NMPSIA

Attachments: PROPOSED RULE CHANGES.pdf; LEGAL NOTICE - NMPSIA RULES.pdf

From: Chavez, Ernestine, PSIA [mailto:Ernestine.Chavez@state.nm.us]

Sent: Tuesday, March 25, 2014 3:00 PM

To: Gwendolynn Baca; <a href="mailto:frazci@centralschools.org">frazci@centralschools.org</a>; <a href="mailto:jackie@akcs.org">jackie@akcs.org</a>; <a href="mailto:liz@nmaft.org">liz@nmaft.org</a>; <a href="mailto:vconner@bulldogs.org">vconner@bulldogs.org</a>; <a href="mailto:simpc@centralschools.org">simpc@centralschools.org</a>; <a href="mailto:christina.villa@la-panthers.org">christina.villa@la-panthers.org</a>; <a href="mailto:geri.schumpert@clovis-schools.org">geri.schumpert@clovis-schools.org</a>; <a href="mailto:christina.villa@la-panthers.org">peri.schumpert@clovis-schools.org</a>; <a href="mailto:geri.schumpert@clovis-schools.org">geri.schumpert@clovis-schools.org</a>; <a href="mailto:geri.schumpert@clovis-schools.org">geri.schumpert@clovis-schools.org</a>; <a href="mailto:geri.schumpert@clovis-schools.org">geri.schumpert@clovis-schools.org</a>; <a href="mailto:geri.schumpert@clovis-schools.org">geri.schumpert@clovis-schools.org</a>; <a href="mailto:geri.schumpert@clovis-schools.org">geri.schumpert@clovis-schools.org</a>; <a href="mailto:geri.schumpert@clovis-schools.org">geri.schumpert@clovis-schools.org</a>; <a href="mailto:geri.schump

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MMONTES@QUESTA.K12.NM.US; kris.quisenberry@datacharter.org; rchavez@sslc-nm.com;

rosemarie quintana@wlvs.k12.nm.us; mmaes@risd.k12.nm.us; ashcrafts@ruidososchools.org; Albrycht, Stanley;

Heddlesten, Lucy; <a href="mailto:ygallegos@santarosa.k12.nm.us">ygallegos@santarosa.k12.nm.us</a>; <a href="mailto:szarekcu@siatech.org">szarekcu@siatech.org</a>; Daugherty, Sandy; Bauler, Trude; Casias, Teresa; Whitener, Cheryl; Trujillo, Terri; <a href="mailto:sandy.montoya@tularosak12.us">szarekcu@siatech.org</a>; Daugherty, Sandy; Bauler, Trude; Casias, Teresa; Whitener, Cheryl; Trujillo, Terri; <a href="mailto:sandy.montoya@tularosak12.us">szarekcu@siatech.org</a>; Daugherty, Sandy; Bauler, Trude; Casias, Teresa; Whitener, Cheryl; Trujillo, Terri; <a href="mailto:sandy.montoya@tularosak12.us">szarekcu@siatech.org</a>; Bree Hosteen (hostb@centralschools.org);

clich@centralschools.org

Cc: Ralph Montano; Hwa, Gerry; Edwards, Christy L., PSIA; Alton, Rose M., PSIA; kpayanes@easitpa.com; Montoya,

Celina L, PSIA

Subject: IMPORTANT NOTICE FROM NMPSIA

Important Notice from NMPSIA

Please share this with your superintendent and others.

NMPSIA is updating its rules to include, among other things, changes due to federal reform.

Please note a public hearing will be held in May in Albuquerque."

If you have any questions, please contact me at <a href="mailto:ernestine.chavez@state.nm.us">ernestine.chavez@state.nm.us</a> or Christy Edwards, Deputy Director, at <a href="mailto:christy.edwards@state.nm.us">christy.edwards@state.nm.us</a>.

Thanks,

#### **Ernestine**

Ernestine Chavez
Benefits Manager
New Mexico Public Schools Insurance Authority (NMPSIA)
410 Old Taos Highway
Santa Fe, NM 87501
1.800.548.3724, ext. 111

Fax: 505.983.8670

www.nmpsia.com<a href="http://www.nmpsia.com/">www.nmpsia.com</a>

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# SUMMARY OF CHANGES TO NEW MEXICO PUBLIC SCHOOL INSURANCE AUTHORITY ADMINISTRATIVE CODE

#### TITLE 6-CHAPTER 50-PARTS 1-18

The Administrative Code regulations applicable to the New Mexico School Insurance Authority have not been revised for some time. In the interest of updating all of Title 6-Chapter 50-Parts 1-18, the Authority plans to repeal all of the existing Title 6 and replace it with updated regulations. Many of the changes are minor upgrades to conform with current State Archives standards or rewrites for clarity. This is an outline of the significant changes proposed to be made the New Mexico Public School Insurance Authority Regulations. A copy of the new regulations is attached. The existing regulations are available at the State Archives website: <a href="https://www.nmcpr.state.nm.us/nmac.">www.nmcpr.state.nm.us/nmac.</a>

The following is only a brief summary of the changes made. Please review the new regulations for detailed information.

In all parts the following changes were made:

Many sections were rewritten for clarity and conciseness without changing the provisions of those regulations.

"Charter schools" was added in all parts. Since the NMPSIA regulations were originally written, the Authority now offers insurance coverages to charter schools.

"Educational Entities" has been changed to "Other Educational Entities" for clarification.

Due Process Reimbursement Coverage has been added to the available coverages since the regulations were last revised.

# Part 6.50.1-General Provisions

The definition of "Pre-existing Condition" and all other references to pre-existing condition are eliminated because insurers can no longer limit medical coverage under the Affordable Care Act due to prior medical conditions or treatment.

Dependent children under 26 are now "eligible dependents" and can be covered by the authority for medical and all other benefits even if married.

A step child who is primarily dependent on the eligible employee for maintenance and support is eligible for authority benefits. The requirement that he be a resident of the same household as the eligible employee has been eliminated.

# Part 6.50.2-Contracts for Purchase of Professional Services and Insurance

The definitions section has been changed to eliminate definitions of "group health insurance" and "risk-related coverage." Risk-related coverage is defined in Subsection BBB of 6.50.1.7. Employee benefits coverages is defined in Subsection U of 6.50.1.7.

Paragraph 6.50.2.17 has been incorporated into Paragraph 6.50.2.16 and Paragraph 6.50.2.24-Protests Regarding Health Care Contract Purchasing is added.

# Part 6.50.3-Procurement of Coverage for Risk-Related Exposures, Employee Benefits Programs and Due Process Reimbursement Coverage

Has been updated to reflect current coverages available and that due process reimbursement coverage has been added.

## Part 6.50.4 - Other Educational Entities Participation

Has been updated to reflect changes in requirements for joining the authority-adding requirement of submission of financial and benefit information that meets board standards and requiring payment of an excess premium deposit equal to 10% of the total annual first year premiums for selected coverages. Adding that the other education entity may apply for waivers

Adding that no other educational entity can exit the authority prior to being a member for a minimum of three years.

Adding a procedure for other educational entities to request exit from the authority and a procedure for the authority to deal with educational entities who violate authority rules, regulations or board policies, have poor loss histories or which evidence clear signs of fiscal irresponsibility.

Adds a section consolidating all the penalties that the authority can impose for other educational entities failing to participate.

Also reorganized for clarity.

# <u>Part 6.50.5 – Notice of Risk Related, Employee Benefits and Due Process Reimbursement</u> <u>Coverages</u>

Adds Paragraph 6.50.5.8 E providing for exposure information to be reported by members in December of each year and a final deadline for addition or amended information to be submitted by the second Friday in February.

Adds Paragraphs 6.50.5.8 F and G providing penalties for under or over reporting exposure information

Adds Section 6.50.9 providing for due process reimbursement coverage.

# <u>Part 6.50.6-Determination of Premiums for Employee-Benefits, Risk-Related and Due</u> <u>Process Reimbursement Coverages</u>

Revised to clarify that participants receive a coverage notification outlining benefits and coverages and that the terms of the insurance policy or memorandum of coverage, not the coverage notification or certificate controls any dispute over coverage.

# Part 6.50.7-Determination of Premiums for Employee-Benefits, Risk-Related and Due Process Reimbursement Coverages

The order paragraphs has been changed for clarity.

Old Paragraph 6.50.7.9 is now 6.50.7.10-Minimum Benefit and Financial Standards

Old Paragraph 6.50.7.10 is now 6.50.7.7-Definitions.

Old Paragraph 6.50.7.11 is now 6.50.7.9-Responsibilities of School Districts and Charter Schools.

Old Paragraph 6.50.7.12 is now 6.50.7.11-Board Procedures for Considering Requests for Waivers

Old Paragraph 6.50.7.13 is now 6.50.7.12-Approval or Disapproval of Request for Waiver

Old Paragraph 6.50.7.14 is still 6.50.7.14

Old Paragraph 6.50.7.15 is now in 6.50.4

Old Paragraph 6.50.7.16-Authority Action Final is now current Paragraph 6.50.7.12 Subsections G, H and I

Old Paragraph 6.50.17 is now 6.50.13-Withdrawal Failure to Follow Procedures.

### Part 6.50.8-Employee-Benefit and Risk-Related Premium Payments

In Paragraph 6.50.8-eliminated special rule for payment of workers' compensation premiums.

Added Paragraph 6.50.9 regarding premium payment for employee benefits coverages

In Paragraph 6.50.12 of the new rule it is added that the bill must be paid before filing a request for a refund.

# Part 6.50.9-Coordination of Benefits Requirements

No substantial changes.

# Part 6.50.10-Employee Benefit Coverage Enrollment Policy

In light of the Affordable Care Act and other changes in the law and Authority policy over the years since this section was last revised in 2004, numerous changes have been made in this section. Those concerned with Employee Benefit Coverage Enrollment should review this section in detail.

6.50.10.6-Objective-The previous detailed list of rules contained in this section has been deleted.

6.50.10.7-Definitions of "actively at work" and a special definition of "employee" for Part 10 are added.

6.50.10.8 has been revised, reorganized and renumbered.

6.50.10.8 A-Language detailing various enrollment scenarios is deleted.

6.50.10.8 B-This paragraph was previously the lead-in to 6.50.10.8

6.50.10.8 C-Subparagraphs (1) and (2) were previously numbered A(1) and A(2)

6.50.10.8 C-Subparagraph (3) now more accurately reflects the effective date of coverage.

6.50.10.8 C-Subparagraph (4) and (5) are not changed.

6.50.10.8 C-Subparagraph (6) has been shortened and reworded. "Effective date is added to the last sentence.

6.50.10.8 C-Subparagraph (7) changes the rule to include that there is no late enrollment for medical benefits and adds that late enrollments shall not be permitted at any time other than open enrollment.

6.50.10.8 C-Subparagraphs (8)-(13) are the same.

6.50.10.9-Requirements for enrollment of part time employees is added. This section makes it clear that employees who work 15 hours a week or more are eligible for employee benefits if the member has passed a part-time resolution. Employees who work over 20 hours a week is considered a full time employee.

6.50.10.10 A-A birth certificate is no longer required for a new born dependent to be enrolled. Other proof may be submitted. Certification of information regarding the birth must be submitted within 31 days from the first day of the month following the birth. It was 61 days.

6.50.10.10 B- is the same.

6.50.10.10-Old rule 6.50.10.8 (B)(3)-Late enrollment of dependents is deleted.

6.50.10.10 C-Deleted "Native American employees or Native American dependents of an employee are allowed to waive medical coverage on the Native American and still enroll in the other lines of coverage offered by the authority."

6.50.10.10 D-Adds "except an employee may drop a dependent 18 years or above without dropping the other eligible dependents and is otherwise the same.

6.50.10.10 E and F are the same with slight rewording.

6.50.10.10 G-Eliminated rules for covering grandfathered retired employee and dependent enrollment. Voluntary life is the only coverage offered to retirees by the authority.

6.50.10.11-Deleted references to pre-existing conditions.

6.50.10.12-Is the same.

6.50.10.13-Deleted references to HMO/non-HMO agreements and has been reworded for clarity.

# Part 6.50.11-Employee Benefit Savings Provision

No changes have been made in this section.

# Part 6.50.12-Loss Prevention Management System

No substantial changes.

# Part 6.50.13-Claims Settlement Policy

No substantial changes.

# Part 6.50.14-Participating Entity Workers' Compensation Policy Statement

The prior version of this section included reference to a Form Policy Statement which was to be adopted by members. In the new version that Form Policy Statement is set forth in the rule itself and will also be included on the Authority's website. Those with responsibility for matters concerning Workers' Compensation are advised to carefully review 6.50.14.8 and 6.50.14.9 carefully.

# Part 6.50.15-Insurance Fraud

No substantial changes.

# Part 6.50.16-Administrative Appeal of Authority Coverage Determination

No substantial changes.

# Part 6.50.17-Use of School Facilities by Private Persons

No substantial changes.

# Part 6.50.18-Use of Volunteers in Schools and School Districts

No substantial changes.

TITLE 6 PRIMARY AND SECONDARY EDUCATION

CHAPTER 50 INSURANCE

PART 1 GENERAL PROVISIONS

6.50.1.1 ISSUING AGENCY: New Mexico Public School Insurance Authority.

[6.50.1.1 NMAC-Rp, 6.50.1.1 NMAC, xx/xx/2014]

[The address of the New Mexico Public School Insurance Authority is 410 Old Taos Highway, Santa Fe, New Mexico 87501.]

6.50.1.2 SCOPE: This part applies to all school districts, charter schools, other educational entities, eligible employees, eligible retired employees, eligible dependents, eligible participating entity governing body members, and persons or entities authorized to participate in the authority's employee benefits, risk-related and due process reimbursement coverages.

[6.50.1.2 NMAC-Rp, 6.50.1.2 NMAC, xx/xx/2014]

6.50.1.3 STATUTORY AUTHORITY: Subsection D of Section 22-29-7 NMSA 1978, directs the authority to promulgate necessary rules, regulations and procedures for the implementation of the Public School Insurance Authority Act, Section 22-29-1 et seq. NMSA 1978.

[6.50.1.3 NMAC-Rp, 6.50.1.3 NMAC, xx/xx/2014]

**6.50.1.4 DURATION:** Permanent. [6.50.1.4 NMAC-Rp, 6.50.1.4 NMAC, xx/xx/2014]

6.50.1.5 EFFECTIVE DATE: \_\_\_\_\_unless a later date is cited at the end of a section. [6.50.1.5 NMAC-Rp, 6.50.1.5 NMAC, xx/xx/2014]

#### 6.50.1.6 OBJECTIVE:

- A. The first objective of this part is to set forth the general terms, definitions and conditions governing this chapter, Parts 1-18, and to set forth the general authority of the board of directors of the authority. This part also includes rules to encourage interaction with other state agencies, school districts, other educational entities, charter schools and with residents of New Mexico to better inform them of the operations of the board and to learn of their needs and concerns.
- B. The second objective of this part is to establish a code of ethics that must be adhered to by those persons defined as public officials and to provide penalties for failure to comply. The proper operation of a democratic government requires that public officials and those attorneys, consultants, agents and employees on whom they rely for advice and opinions be independent, impartial, and responsible to the people. When a sound code of ethics is promulgated and enforced, the public has confidence in the integrity of its government. The objective of the code of ethics is to advance openness in government by requiring disclosure by public officials of their private interests that may be affected by their public acts; to set standards of ethical conduct; to minimize pressures on public officials and to establish a process for reviewing and settling alleged violations.
- C. The third objective of this part is to insure, in the interests of public policy, that all meetings of a quorum of the authority's board of directors held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action delegated to the authority shall be open to the public unless otherwise provided by law.

[6.50.1.6 NMAC-Rp, 6.50.1.6 NMAC, xx/xx/2014]

- **6.50.1.7 DEFINITIONS:** The definitions listed below apply to all rule pertaining to the authority, the authority's risk-related and employee-benefit coverages and any rules issued by the authority concerning risk or loss prevention, except where other rules contain more specific definitions of the same term or additional terms.
- A. "Abatement" means the elimination of a recognized risk-related hazard as the result of a recommendation by a loss prevention representative or by the authority.
- B. "Affidavit of domestic partnership" means a sworn, written statement, in a form approved by the authority, by which both members of a domestic partnership affirm, solely for the purpose of obtaining employee domestic partner benefits through the authority, that:
- (1) the partners are in an exclusive and committed relationship for the benefit of each other, and the relationship is the same as, or similar to, a marriage relationship in the state of New Mexico;

- (2) the partners share a primary residence and have done so for 12 or more consecutive months;
- (3) the partners are jointly responsible for each other's common welfare and share financial obligations;
  - (4) neither partner is married or a member of another domestic partnership;
  - (5) both partners are at least 18 years of age;
  - (6) both partners are legally competent to sign an affidavit of domestic partnership; and
- (7) the partners are not related by blood to a degree of closeness that would prevent them from being married to each other in the state of New Mexico.
- C. "Affidavit terminating domestic partnership" means a sworn, written statement, in a form approved by the authority, by which an employee notifies the authority that domestic partner benefits should be terminated because the employee's domestic partnership relationship is terminated.
  - D. "Authority" means the New Mexico public school insurance authority.
  - E. "Board" means the board of directors of the authority.
  - F. "Change of status" means the change of status of an eligible employee or eligible dependent by:
    - (1) death;
    - (2) divorce or annulment;
    - (3) loss of employment;
- (4) loss of group or individual health insurance coverage through no fault of the person having the insurance coverage;
  - (5) birth;
  - (6) adoption or child placement order in anticipation of adoption;
  - (7) legal guardianship;
  - (8) marriage;
  - (9) incapacity;
- (10) establishment or termination through affidavit of domestic partnership or affidavit terminating domestic partnership; or
- (11) fulfilling the actively at work requirement and minimum qualifying number of hours through promotion with salary increase or acceptance of a full-time position with salary increase with the same participating entity.
- G. "Charter school" means a school organized as a charter school pursuant to the provisions of the 1999 Charter Schools Act, Section 22-8B-1 et seq., NMSA 1978.
- H. "Contract period" when applied to employee benefit or risk-related coverages means the established period of time over which the authority provides insurance to participating entities. The contract period shall be specified by the board as part of a memorandum of coverage, a group benefits policy or administrative services agreement. The contract period may be different for different offerings, policies or agreements.
  - I. "Costs" means the direct and indirect monetary and economic costs of insurance.
- J. "Coverage" means insurance protection offered or provided by the authority to persons or entities entitled to participate in the authority's offerings.
- K. "Critical hazard" means any risk-related exposure, hazardous condition, or other circumstance having an above average potential for immediate occurrence, but which is not immediately life threatening. A critical hazard is of less severity than an imminent hazard.
- L. "Deductible" means the dollar amount which will be deducted from any payments made to or on behalf of a participating entity or employee or covered individual.
- M. "Domestic partner" means an unrelated person living with and sharing a common domestic life with an employee of an entity offering domestic partner benefits, where the employee and the partner submit a properly executed affidavit of domestic partnership and where the employee and the partner presently:
- (1) are in an exclusive and committed relationship for the benefit of each other, and the relationship is the same as, or similar to, a marriage relationship in the state of New Mexico;
  - (2) share a primary residence and have done so for 12 or more consecutive months;
  - (3) are jointly responsible for each other's common welfare and share financial obligations; and
  - (4) are not married or in another domestic partnership.
- N. "Domestic partner benefits" means dependent insurance coverage for a domestic partner offered to an employee as a benefit of employment pursuant to a written petition adopted by a member's governing body that:
- (1) states that the member's governing body has voted in an open, public meeting to offer domestic partner benefits to its employees;

- (2) sets forth the percentage contribution, if any, the member will make toward an employee's premium for domestic partner coverage;
- (3) describes any evidence (documentation or other) the member will require in support of an affidavit of domestic partnership; and
  - (4) is received by the authority at its offices before the effective date the coverage is to begin.
- O. "Due process reimbursement" means the reimbursement of a school district's or charter school's expenses as defined in Section 22-29-3, NMSA 1978 which are incurred as a result of a due process hearing as required pursuant to Section 22-29-12. NMSA 1978.
- P. "Eligible dependent" means a person obtaining health care coverage from the authority based upon that person's relationship to the eligible employee as follows:
- (1) a person whose marriage to the eligible employee is evinced by a marriage certificate or who has a legally established common-law marriage in a state which recognizes common-law marriages and then moves to New Mexico;
- (2) a person who is the domestic partner of an eligible employee, employed by an entity offering domestic partner benefits;
  - (3) a child under the age of 26 who is either:
    - (a) a natural child;
- (b) a legally adopted child pursuant to the Adoption Act, Section 32A-5-1, et. seq., NMSA 1978 or otherwise by placement order, court order or decree;
- (c) a step child who is primarily dependent on the eligible employee for maintenance and support;
- (d) a natural or legally adopted child of the eligible employee's domestic partner or a child placed in the domestic partner's household as part of an adoptive placement, legal guardianship, or by court order (excluding foster children) and who is living in the same household and is primarily dependent on the eligible employee for maintenance and support;
- (e) a child for whom the eligible employee is the legal guardian and who is primarily dependent on the eligible employee for maintenance and support, so long as evidence of the guardianship is evidenced in a court order or decree (notarized documents, powers of attorney, or kinship documents are not accepted as evidence);
- (f) a foster child living in the same household as a result of placement by a state licensed placement agency, so long as the foster home is licensed pursuant to Section 40-7A-1, et. seq. NMSA, 1978;
- (g) a child living in the same household after a petition for adoption of that child has been filed pursuant to the Adoption Act, Section 32A-5-1 et. seq., NMSA 1978 or a pre-placement study is pending for purposes of adoption of the child pursuant to Section 32A-5-1 et. seq., NMSA 1978; or
  - (h) a dependent child pursuant to a qualified medical support order;
- (4) a dependent child over 26 who is wholly dependent on the eligible employee for maintenance and support and who is incapable of self-sustaining employment by reason of mental retardation or physical handicap, provided that proof of incapacity and dependency must be provided within 31 days before the child reaches 26 years of age; any child who becomes so incapacitated while covered shall be allowed to continue coverage thereafter during the period of incapacity, and such times thereafter as may be authorized by the board;
- (5) no provision in Paragraphs (1) through (4) of Subsection P of 6.50.1.7 NMAC shall result in eligibility of any person adopted by an eligible member pursuant to the adult adoption provisions of Section 40-14-5. NMSA 1978:
- (6) no provision in Paragraphs (1) through (4) of Subsection P of 6.50.1.7 NMAC shall result in eligibility of any person who has met the requirements of any such paragraph for the primary purpose of obtaining eligibility under this chapter; any denial of eligibility under this subsection may be submitted for dispute resolution to the director of the authority pursuant to Subsection F of 6.50.10.13 NMAC, and the director's decision may be appealed by following the procedures specified in 6.50.16 NMAC, Administrative Appeal of Authority Coverage Determinations.
- Q. "Eligible participating entity board member, entity governing body member or authority board member" means an active participating entity board member, entity governing body member or authority board member whose entity is currently participating in the authority employee benefits coverages or who is eligible as an active authority board member or as an eligible retiree (Subsection R of 6.50.1.7 NMAC).
  - R. "Eligible retiree" means:
- (1) a closed class: a "non-salaried eligible participating entity governing authority member" who is a former board member, who has served without salary as a member of the governing body of an employer eligible to

participate in the benefits coverages of the authority, and is certified to be such by the director of the authority and has continuously maintained group health insurance coverage through that member's governing body; "eligible retiree" also includes former members of the authority board who has continuously maintained authority group health insurance; with respect to authority and participating entity board members who begin service after January 1, 1997, may participate in the benefits coverages; coverage will end at the request of the member, death or for non-payment;

- (2) a "grandfathered retired employee" or "grandfathered retired employee dependent" defined as a retired employee or the dependent of the retired employee who meets all applicable retirement rules of the Educational Retirement Act and educational retirement board but does not receive an Educational Retirement Act pension, and who has been allowed to continue authority coverages prior to the enactment of the Retiree Health Care Authority Act or by agreement between a new member school district or other educational entity:
- (3) a "retired employee" who is drawing an Educational Retirement Act pension or with respect to a retired authority employee, a Public Employee Retirement Act pension, and desires to participate in the authority additional life coverage.
- S. "Eligible employee" means an employee of an employer eligible to participate in the benefits coverages of the authority including eligible participating entity board members, entity governing body members and authority board members (Subsection Q of 6.50.1.7 NMAC), full-time employees (Subsection X of 6.50.1.7 NMAC), or eligible part-time employees (Subsection T of 6.50.1.7 NMAC).
- T. "Eligible part-time employee" means a person employed by, paid by, and working for a participating entity less than 20 hours but more than 15 hours per week during the academic school term and is determined to be eligible for participation in authority employee benefits coverages by an annual resolution which, prior to May 1 of the previous year, is adopted by the participating entity governing body and approved by the authority board.
- U. "Employee benefits coverages" means coverages which include, but are not limited to, life insurance, accidental death and dismemberment, medical care and treatment, dental care, eye care and other coverages as determined to be necessary by the authority.
- V. "Established enrollment period" means the period of time and the dates for which an enrollment period is authorized by the authority. The established enrollment period shall be determined by the board on separate lines of employee benefit coverages as the authority board deems appropriate.
- W. "Financial interest" means an interest of 10% or more in a business or exceeding \$10,000.00 in any business. For a board member, official, employee, agent, consultant or attorney this means an interest held by the individual, his or her spouse, his or her domestic partner, or his or her minor children.
- X. "Full-time employee" means a person employed by, paid by and working for the participating entity 20 hours or more per week during the academic school term or terms. A full-time employee includes participating entity board members, entity governing body members and authority board members as defined in Subsections SS and TT of 6.50.1.7 NMAC.
- Y. "Fund" means the authority account or accounts in which the money received by the authority is held.
- Z. "Governing body" means the elected board or other governing body that oversees and makes the policy decisions for a school district, charter school or other educational entity. (See also Subsection UU of 6.50.1.7 NMAC)
- AA. "Imminent hazard" means those conditions or practices which exist requiring suspension of activities or operations so as to avoid an occurrence which could reasonably be expected to result in death or serious physical harm immediately or before the imminence of such danger can be eliminated through the recommended abatement.
  - BB. "Ineligible dependents" means:
- (1) common law relationships of the same or opposite sex which are not recognized by New Mexico law unless domestic partner benefits are offered by the employee's entity;
  - (2) dependents while in active military service;
  - (3) parents, aunts, uncles, brothers and sisters of the eligible employee;
  - (4) grandchildren left in the care of an eligible employee without evidence of legal guardianship; or
  - (5) any other person not specifically referred to as eligible.
- CC. "Insider information" means information regarding the authority which is confidential under law or practice or which is not generally available outside the circle of those who regularly serve the authority as board members, officials, employees, agents, consultants or attorneys.
  - DD. "Insurance" means basic insurance, excess insurance, re-insurance, retrospectively rated

insurance, self-insurance, self-insured retention and all other mechanisms to provide protection from risks assumed by the authority.

- EE. "Insurance policy" means one or more basic insurance policies, excess insurance policies, reinsurance policies, retrospectively rated insurance policies, or other insurance policies sought or obtained by the authority from one or more insurance companies to provide contractual protection against one or more risks or perils or which provide health related services..
  - FF. "Line" means insurance protection which protects against a specific category or set of perils.
- GG. "Loss prevention" means a system for identification and reduction of risk-related exposures, hazardous conditions or other circumstances likely to produce a loss.
- HH. "Loss prevention representative" means the employee of the contracted risk-related agency or the authority charged with the responsibility of providing loss prevention services to the authority.
- II. "Memorandum of coverage" means the document which lists all terms and conditions of risk-related coverages.
- JJ. "Member" and "members" means all public school districts and charter schools mandated by the New Mexico Public School Insurance Authority Act, Section 22-29-9 et seq., NMSA 1978 to be members of the authority and all other educational entities voluntarily participating in the authority.
- KK. "Minimum participation level" means that level of required participation by eligible employees of a participating entity in the authority employee benefits coverages for the particular line of coverage. The percentage level of required participation may vary from one line of coverage to another line of coverage as determined by the board from time to time.
- LL. "Native American employees" or "native American dependents" are those persons on the membership rolls of any recognized Indian tribe, nation, or pueblo.
- MM. "Occurrence" means continuous and repeated exposures to substantially the same general harmful conditions, accidents or events. All such exposures to substantially the same general condition shall be considered as arising from one occurrence.
- NN. "Offering" refers to any single line offering, multi-option or package offering made available by the authority.
- OO. "Other educational entity" means an educational entity as defined in Section 22-29-3, NMSA 1978 which is an authority member pursuant to Section 22-29-9E, NMSA 1978.
  - PP. "Package offering" means combining together of two or more lines of risk-related insurance.
  - QQ. "Participant" means a person receiving employee benefit coverage from the authority.
- RR. "Participating entity" means a school district, charter school or other educational entity receiving authority coverage.
- SS. "Participating authority board member" means a person that is appointed to serve and is serving as a member of the authority board.
- TT. "Participating entity board member" or "participating entity governing body member" means a person that is elected or appointed to serve and is serving as a member of the governing board of a participating entity.
- UU. "Participating entity governing board" means the elected or appointed board or other governing body that oversees and makes the policy decisions for the school board, charter school or educational entity.
- VV. "Part-time employee" means a person employed by, paid by and working for the participating entity less than 20 hours per week during the academic school term or terms.
- WW. "Public official" means a person serving the authority as board member, official, employee, agent, consultant or attorney or as a member of an ad. hoc. or standing authority advisory committee.
- XX. "Recommendation" means a method or means of risk-related corrective action suggested to a participating entity to eliminate a designated hazard.
  - YY. "Request for waiver" means a request for waiver of participation.
- ZZ. "Review board" means the risk-related loss prevention review board. In the event a risk-related loss prevention review board is not designated by the authority board, "review board" means the risk advisory committee of the board.
- AAA. "RFP" means a request for proposals and consists of all papers including those attached to or incorporated by reference in a document used to solicit proposals for insurance policies or professional services.
- BBB. "Risk-related coverage" means any coverage required under the Tort Claims Act, Section 4-41-1 et seq., NMSA 1978, or any other state mandate and any coverage provided at the authority's discretion.
  - CCC. "School district" means any school district as defined in Section 22-29-3, N.M.S.A. 1978.
  - DDD. "Self-insured retention" means that dollar amount from the first dollar of loss up to a maximum

amount for which the risk of loss is retained as determined by the authority.

EEE. "Special events" mean events that permit enrollment in employee-benefits coverages.

FFF. "State" means the state of New Mexico.

GGG. "Waiver" or "waiver of participation" means a written document issued by the authority to a school district or charter school excusing the school district or charter school from participation in an authority offering. A school district or charter school may submit a request for waiver of participation for each authority offering.

[6.50.1.7 NMAC-Rp, 6.50.1.7 NMAC, xx/xx/2014]

#### 6.50.1.8 COMMUNITY RELATIONS:

- A. The board recognizes its responsibility to the public to provide information concerning all of its actions, its policies, and details of its educational and business operations. In recognition of this responsibility the board shall:
- (1) open to the public all regular, special and emergency meetings of the authority's board of directors, board standing committees and board *ad. hoc.* committees with notice consistent with the Open Meetings Act, Section 10-15-1 et seq., NMSA 1978 and the resolution adopted by the board governing open meetings;

(2) adopt an annual budget at an open public meeting announced publicly in advance;

- (3) provide annual reports of financial and operational activities to members and to the public upon payment of reasonable copying costs pursuant to the Inspection of Public Records Act, Section 14-2-1 et seq., NMSA 1978; and
- (4) inform the public of authority matters through appropriate public news media, authority publications and an informational website.
- B. The board recognizes that constructive study, discussion and active participation by citizens are necessary to promote the best possible programs of insurance in the community. The board shall do the following to encourage this participation.
- (1) The board shall invite participating entities to assist individually or in groups in matters of concern to the authority.
- (2) The board shall select, from time to time, committees to serve as study groups to investigate concerns. Each committee shall be appointed by the board for a specific purpose and, after final reports have been completed, shall be dissolved. The function of such committees shall not extend beyond that of study and recommendation as the board shall not delegate its responsibility for discretionary action to any such group.
- (3) The board shall encourage participation by school districts, charter schools, other educational entities, employees of educational institutions and interested citizens.
- C. Members of the public are entitled to inspect and make copies of public documents of the authority in accordance with the Inspection of Public Records Act, Section 14-2-1 et seq., NMSA 1978. [6.50.1.8 NMAC-Rp, 6.50.1.8 NMAC, xx/xx/2014]
- 6.50.1.9 BOARD PROCEDURES AND GENERAL AUTHORITY: This section establishes procedures governing the board operations for conducting its business affairs and sets forth the general authority of the board.
- A. The authority's board shall be composed of a total of 11 members as provided by Section 22-29-5, NMSA 1978. Solely for the purposes of board membership under Section 22-29-5, NMSA 1978, the term "participating educational entities" as used in that section is defined to mean those educational entities that participate in the authority employee benefits coverages or risk-related coverages or both.
- B. Membership on the board shall be for a term not to exceed three years pursuant to Section 22-29-5, NMSA 1978. Members shall serve on the board at the pleasure of the party by which he has been appointed and may be removed by the appointing party for any reason at any time.
- C. Alternate representatives to the board shall not be allowed. Voting by proxy also shall not be allowed.
- D. A board member shall assume office at the time the appointing entity files written notification of the appointment of the board member at the office of the authority. The written notice shall contain the name, title, business address and business and home telephone number of the board member. A board member shall serve until written notification of a change is filed with the authority or until the three-year term is expired. There is no limitation as to the number of terms a board member may serve.
- E. The board shall hold an annual meeting each August. At the option of the board the annual meeting may be scheduled to coincide with the regular August meeting of the board.

- F. The officers of the board shall be elected from the board membership. The officers shall consist of a president, a vice-president and a secretary, who shall be elected at the annual meeting of the board and shall serve for a period of one year. An officer may be reelected to the same position or elected to fill another position as an officer of the board.
- G. If an officer vacates his position on the board, the next lower officer shall automatically assume the duties of the higher officer. For example, if the presidency becomes vacant, the vice-president shall automatically assume the title and duties of president and the secretary shall automatically assume the title and duties of vice-president. After due notice, a new secretary will be elected by the board. In the alternative to the automatic progression to higher office, the board may call a special meeting for the purpose of conducting an election of officers in the event of any vacancy in a board office. Each of the new officers, however selected, shall serve until election of officers at the next annual meeting.
- H. The regular meetings of the board shall normally be held monthly, in a place to be determined from time to time by the board. The date of any regular meeting may be changed by a majority vote of a quorum of the board. The president or vice-president may cancel a regularly scheduled meeting of the board by giving notice of the cancellation in advance of any regularly scheduled meeting.
- I. Robert's Rules of Order are adopted by the board and shall be used for the conduct of all meetings to be held by the authority. Robert's Rules of Order shall be binding in all cases where they are not inconsistent with New Mexico statutes and rules adopted by the authority.
- J. Meetings of the board other than regular meetings shall be called according to the following procedures.
- (1) A special meeting of the board is a meeting other than a regular or emergency meeting and may be called by the president, vice-president or any three board members for the specific purposes specified in the call. The call shall be made in accordance with the Open Meetings Act requirements, Section 10-15-1 et seq., NMSA 1978, and board resolutions.
- (2) An emergency meeting of the board is a meeting other than a regular or special meeting and may be called by the president, vice-president, or any two members of the board to consider a sudden or unexpected set of circumstances affecting the authority for which time is of the essence. The call shall be made in accordance with the Open Meetings Act requirements, Section 10-15-1 et seq., NMSA 1978, and board resolutions.
- K. A majority of all of the board members shall constitute a quorum for conducting the affairs of the authority. The president of the board shall be entitled to debate any issue and vote on any issue in the same manner as other members of the board. The president shall be considered to be a member of the board for purposes of a quorum. All matters will be determined by voice vote. Any member of the board may request a roll call vote on any issue. In the event of a roll call, it shall be in alphabetical order with the president voting last.
  - L. The board shall be addressed according to the following procedures.
- (1) An individual may speak on any item that appears on the adopted agenda, before a final vote is taken, by notifying and subsequently being recognized by the president or vice-president. The president or vice-president may, at his discretion, limit the time any individual or entity is allotted to make a presentation and the president or vice-president may, in his discretion, limit the time allotted for any subject.
- (2) A person with a matter to present to the board shall submit the request in writing with appropriate supporting materials four days in advance of a regularly scheduled meeting, 24 hours in advance of a special meeting and three hours in advance of an emergency meeting.
- M. The board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the constitution of the state of New Mexico and statutes, including those prescribed by Sections 22-29-1 et. seq., NMSA 1978, and such other power and authority as may be conferred upon the board from time to time. In execution of those powers and duties specifically provided by law, the board has the following general power and authority:
- to exercise general control and management of the authority, third party administrators, consultants retained by the authority and other agents, servants and employees;
- (2) to establish such programs, and provide such services as it deems necessary for the proper and efficient operation of the authority and the good of the participating entities;
- (3) to exercise control and management of all authority assets and use such assets to promote authority business in such ways as the board deems necessary and proper in accordance with law;
- (4) to make and adopt or amend rules and regulations for governance of the authority by a majority of the board membership;
- (5) to make and adopt or amend substantive rules and regulations by a majority vote of the board membership;

- (6) to repeal a substantive rule of the authority by a majority vote of the board membership, but the board has no power to suspend any substantive rule except by a two-thirds vote of the membership of the board;
- (7) to make provisions for interpreting the authority's programs for dissemination to the public and to seek the opinion and advice of the participating entities concerning the authority's insurance programs;
- (8) to work in a cooperative manner with interested citizens in a continuous effort to improve the authority's programs;
- (9) to appoint advisory committees, including a risk advisory committee and an employee benefits advisory committee, which are permanent standing committees of the board, as well as ad hoc advisory committees as needed;
- (10) to establish an executive committee, a permanent standing committee of the board, which shall be made up of the president, vice-president and secretary of the board and which shall serve as the agenda committee; and
- (11) to hire an executive director and to delegate to the executive director the day to day activities of the authority pursuant to board policy as developed in its open meetings.
- N. The permanent risk advisory committee and the permanent employee benefits advisory committee shall be chaired by members of the board or if no board member is available, then by staff. The board shall name the advisory committee members from authority participating entities or covered individuals assuring a balance of large and small participating entities and a geographic balance.
- O. An ad hoc advisory committee shall be established for a specific purpose or goal and shall be established for a stated period of time.
- P. Members of advisory committees shall be appointed by the president of the board with the advice and consent of the board and shall serve at the pleasure of the board. Advisory committees shall provide notice of meetings as required by the Open Meetings Act, Section 10-15-1 et seq., NMSA 1978, and these rules. Minutes in compliance with Subsection R of 6.50.1.9 NMAC shall be kept by the chairman or his designee. Advisory committee minutes shall be considered acted upon when the board acts on the advisory committee report.
- Q. The authority shall pay per diem and mileage consistent with the Per Diem and Mileage Act, Section 10-8-1 et.seq., NMSA 1978, as amended, and the applicable department of finance and administration rules. The per diem and mileage payments shall be limited to the following situations.
- (1) Authority employees are entitled to receive per diem and mileage for travel incurred in the normal course and scope of their employment; provided however, that no employee shall be entitled to receive per diem and mileage for travel outside of the state without obtaining the board's prior approval for the travel.
- (2) Authority board members are entitled to receive per diem and mileage for travel incurred for attending all regular, special and emergency board meetings, or any standing or ad hoc committee meetings of the board called pursuant to the Open Meetings Act, Section 10-15-1 et seq., NMSA 1978 and the authority's open meetings resolution. In addition, the executive committee serving as the authority board agenda committee is entitled to receive per diem and mileage for travel incurred as necessary to conduct the business of the board. Authority board members shall not be entitled to receive per diem and mileage for any other travel, inside or outside of the state, without obtaining prior approval of the board.
- (3) Authority advisory committee members named by the board to serve on advisory committees are entitled to receive per diem and mileage for travel incurred for attending authority advisory committee meetings which has been scheduled in writing by the board or by the executive director. Authority advisory committee members shall not be entitled to receive per diem and mileage for any other travel, inside or outside of the state, without obtaining prior approval of the board.
  - R. Minutes of the board.
- (1) The authority shall keep written minutes of all its open meetings. The minutes shall include as a minimum the date, time and place of the meeting, the names of members in attendance and those absent, the substance of the proposals considered, if any, and a record, where appropriate, of any decisions and votes taken which show how each member voted. All minutes of meetings shall be open to public inspection at reasonable times. Draft minutes shall be prepared within 10 working days after the meeting. Minutes shall not become official until approved by the board. The minutes shall be kept on file as the permanent official record of the authority.
- (2) It is the practice of the authority staff (but not a requirement by the authority board) that board meetings are tape recorded. The board secretary shall make notes of board meetings sufficient to reflect the information required in Paragraph (1) of Subsection R of 6.50.1.9 NMAC, and the tape recording shall be available to the secretary, any board member or member of the public for review with regard to the accuracy of draft minutes. However, thirty days after minutes have been adopted by the board, the board secretary shall recycle the tapes by erasure and make them available for re-use.

### [6.50.1.9 NMAC-Rp, 6.50.1.9 NMAC, xx/xx/2014]

#### 6.50.1.10 CODE OF ETHICS:

Registration and disclosure duties of public officials.

- (1) Upon becoming a public official, a person shall provide registration information to the authority office as listed below. This information shall be updated every April and shall be available to the public at all times:
  - (a) name:
  - (b) address and telephone number;

(c) professional, occupational or business licenses;

(d) membership on boards of directors of corporations, public or private associations or organizations; and

(e) the nature, but not the extent or amount, of his financial interests as defined in Subsection X of 6.50.1.7 NMAC within one month of becoming a public official.

- (2) A public official who has a financial interest which may be affected by an official act of the authority, ad.hoc. or advisory committee shall declare such interest prior to discussion, voting, advising or taking any other action and that declaration shall be entered in the official minutes of the authority. A public official shall abstain from voting, advising or taking any other action including discussion on that issue if the decision, in his opinion, may affect his financial interest in a manner different from its effect on the general public.
- B. No public official shall request or receive a gift or loan for personal use or for the use of others from any person involved in a business transaction with the authority with the following exceptions:
  - (1) an occasional non-pecuniary gift of insignificant value;
  - (2) an award publicly presented in recognition of public service;
- (3) a commercially reasonable loan made in the ordinary course of business by an institution authorized by the laws of the state to engage in the business of making loans; or
- (4) a political campaign contribution, provided that such gift or loan is properly reported and actually used in a political campaign.
- C. No public official shall personally represent private interests before the authority board or any ad hoc or standing committee.
- D. No public official shall use or disclose insider information regarding the authority for his own or other's private purposes.
- E. No public official shall use authority services, personnel or equipment for personal benefit, convenience or profit, except when such use is generally available to the public and when in accordance with policies of the authority board.
- F. No public official shall acquire or negotiate to acquire a financial interest at a time when the official believes or has reason to believe that it will be substantially or directly affected by his official acts.
- G. No public official shall enter into a contract or transaction with the authority or its public officials, unless the contract or transaction is made public by filing notice with the authority board.
- H. No public official shall vote or otherwise participate in the negotiation or the making of any authority contract with any business or entity in which he has a direct financial interest.
- I. No public official shall seek to be awarded a contract where such public official has participated in the process of preparation of the bid or request for proposals.
- J. Any contract, approval, sale or purchase entered into or official action taken by a public official in violation of 6.50.1.10 NMAC may be voided by action of the authority board.
- K. It is a violation of 6.50.1.10 NMAC for any public official knowingly, willfully or intentionally to conceal or fail to disclose any financial interest required to be disclosed by 6.50.1.10 NMAC or violate any of its provisions.
- L. Any person may make a sworn, written complaint to the authority board of a violation by a public official of 6.50.1.10 NMAC. Such complaint shall be filed with the authority executive director or if it is a complaint against the executive director, then with the authority board. The complaint shall state the specific provision of 6.50.1.10 NMAC which has allegedly been violated and the facts which the complainant believes support the complaint. Within 15 days of receiving the complaint, the authority board in executive session shall appoint a hearing officer to review the complaint for probable cause. The hearing officer shall receive the written complaint and notify the person complained against of the charge. Persons complained against shall have the opportunity to submit documents to the hearing officer for his review in determining probable cause. Within 15 days of undertaking the inquiry to determine probable cause, the hearing officer shall report his findings to the authority board. In the event the hearing officer rejects a complaint as lacking in probable cause, he shall provide a written

statement of reasons for his rejection to the authority board and the complainant. Upon a finding of probable cause, within 30 days the hearing officer shall conduct an open hearing in accordance with due process of law. Within a time after the hearing, as specified by the authority board, the hearing officer shall report his findings and recommendations to the authority board for appropriate action based on those findings and recommendations. If the complaint is found to be frivolous, the authority board may assess the complainant the costs of the hearing officer's fees. Upon recommendation of the hearing officer, the authority board may issue a public reprimand to the public official; remove or suspend him from his office, employment or contract and refer complaints against public officials to the appropriate law enforcement agency for investigation and prosecution.

M. The executive director and the authority board shall maintain the confidentiality of the complaint and instruct the complainant that he is also required to keep the complaint confidential pursuant to Subsection L of 6.50.1.10 NMAC. Except for the hearing, the proceedings shall be kept confidential by all parties concerned, unless the accused public official requests that the process be open at any stage.

N. A separate hearing officer shall be appointed by the authority board for each complaint. The hearing officer may be an authority board member, agent or employee of the authority or another person. The complainant and the person complained against have the right to one disqualification of a designated hearing officer. [6.50.1.10 NMAC-Rp, 6.50.1.10 NMAC, xx/xx/2014]

#### **HISTORY OF 6.50.1 NMAC:**

Pre-NMAC History: The material in this part was derived from that previously filed with the State Records Center and Archives under:

NMPSIA 86-1, Open Meetings Act Resolution, filed 09/18/86.

NMPSIA 86-2, Definitions, filed 10/31/86.

NMPSIA 88-2, Definitions, filed 11/4/88.

NMPSIA 86-3, Board Procedures and General authority, filed 10/31/86.

NMPSIA 86-4, Community Relations, filed 10/31/86.

NMPSIA 89-2, Staff Headquarters, filed 08/03/89.

NMPSIA Rule 93-1, Definitions, filed 03/22/93.

NMPSIA Rule 93-2, Community Relations, filed 03/22/93.

NMPSIA Rule 93-3, Board Procedures and General Authority, filed 03/22/93.

NMPSIA Rule 89-200, Code of Ethics, filed 03/27/8.

NMPSIA 93-4, Code of Ethics, filed 03/22/93.

#### History of Repealed Material:

6.50.1 NMAC, General Provisions, filed 7/1/2004 - Repealed effective xx/xx/2014.

TITLE 6 PRIMARY AND SECONDARY EDUCATION

CHAPTER 50 INSURANCE

PART 2 CONTRACTS FOR PURCHASE OF PROFESSIONAL SERVICES AND

INSURANCE

6.50.2.1 ISSUING AGENCY: New Mexico Public School Insurance Authority.

[6.50.2.1 NMAC-Rp, 6.50.2.1 NMAC, xx/xx/2014]

[The address of the New Mexico Public School Insurance Authority is 410 Old Taos Highway, Santa Fe, New Mexico 87501.]

6.50.2.2 SCOPE: This part applies to all school districts, charter schools, other educational entities, eligible employees, eligible retired employees, eligible dependents, eligible participating entity governing body members, and persons or entities authorized to participate in the authority's employee benefits, risk-related and due process reimbursement coverages.

[6.50.2.2 NMAC-Rp, 6.50.2.2 NMAC, xx/xx/2014]

6.50.2.3 STATUTORY AUTHORITY: Subsection D of Section 22-29-7 NMSA 1978, directs the authority to promulgate necessary rules, regulations and procedures for the implementation of the New Mexico Public School Insurance Authority Act, Section 22-29-1 et seq. NMSA 1978.

[6.50.2.3 NMAC-Rp, 6.50.2.3 NMAC, xx/xx/2014]

**6.50.2.4 DURATION:** Permanent. [6.50.2.4 NMAC-Rp, 6.50.2.4 NMAC, xx/xx/2014]

6.50.2.5 EFFECTIVE DATE: \_\_\_\_\_, unless a later date is cited at the end of a section. [6.50.2.5 NMAC-Rp, 6.50.2.5 NMAC, xx/xx/2014]

- 6.50.2.6 OBJECTIVE: The objective of this part is to establish requirements for procurement of professional services, consulting and insurance services for the authority. The objective is to set out policies to stimulate maximum competition for provision of these services. It is not the objective of this part to restate the Procurement Code, Section 13-1-1 et seq., NMSA 1978, but only to supplement it where necessary. [6.50.2.6 NMAC-Rp, 6.50.2.6 NMAC, xx/xx/2014]
- 6.50.2.7 **DEFINITIONS:** As used in this part: "professional services" means the services of third party administrators, insurance consultants, banks, underwriters, brokers, agents, architects, archaeologists, artists, entertainers, auditors, engineers, clergymen, land surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, photographers, pilots, researchers, teachers, writers, interpreters, and persons or businesses providing similar services.

  [6.50.2.7 NMAC-Rp, 6.50.2.7 NMAC, xx/xx/2014]

### 6.50.2.8 CONTRACT APPROVAL:

- A. Every contract for professional services, consulting or insurance services shall be approved by the board only after its general legal counsel has reviewed it and has affirmed it is in compliance with appropriate provisions of the Procurement Code, Section 13-1-1 et seq., NMSA 1978 and these rules.
- B. All amendments to contracts for professional services, consulting or insurance services shall also be subject to review and approval by the board's general legal counsel as provided in these rules. [6.50.2.8 NMAC-Rp, 6.50.2.8 NMAC, xx/xx/2014]

#### 6.50.2.9 CONTRACT REQUIREMENTS:

- A. All contracts for professional services, consulting or insurance services shall be in a form and contain such provisions as may be required by the board and its general legal counsel.
- B. Each contract for professional services, consulting or insurance services shall comply with the Governmental Conduct Act, Section 10-16-1 et seq. NMSA 1978. In particular the provisions of Sections 10-16-7, 10-16-8 and 10-16-9 NMSA 1978 regarding contracts between state agencies and public officers or employees of the state, with the family of the public officer or employee or with a business in which the public officer or employee or the family of the public officer or employee shall be strictly observed. When financial disclosure is required under the Financial Disclosure Act, Section 10-16A-1 et seq. NMSA 1978, the disclosure shall be filed with the secretary of state.

[6.50.2.9 NMAC-Rp, 6.50.2.9 NMAC, xx/xx/2014]

#### 6.50.2.10 PROCEDURES FOR ENTERING INTO CONTRACTS:

- A. Contracts for professional services, consulting or insurance services shall be solicited, negotiated and awarded through a competitive sealed proposal process in accordance with the Procurement Code, Section 13-1-1 et seq., NMSA 1978. Sole source, emergency and small purchases shall also be solicited, negotiated and awarded in accordance with the Procurement Code, Section 13-1-1 et seq., NMSA 1978.
- B. Proposals shall be evaluated based on the requirements set forth in the invitation for proposals, which requirements shall include criteria for evaluating proposals such as experience, both quantitative and qualitative, prior provision of similar services, client references, price and any other considerations the authority deems relevant. No criteria may be used in proposal evaluations that are not set forth in the invitation for proposals. The authority may provide that price is a factor, but that a contract need not be awarded to the vendor proposing the lowest price. The award shall be made to the responsible offeror or offerors whose proposal is most advantageous to

the authority, taking into consideration the evaluation factors set forth in the request for proposals.

- C. All prospective contractors shall submit to the board a signed completed original of a contract prepared by, reviewed and approved by the authority's general legal counsel. The contract form shall be submitted to and approved by the board prior to initiating any action with prospective contractors for contractual services and prior to beginning performance of any services pursuant to the contract.
- D. There shall be no liability whatsoever by the authority, and there shall be no services rendered unless those services have commenced after approval of a contract for services by the board. [6.50.2.10 NMAC-Rp, 6.50.2.10 NMAC, xx/xx/2014]
- 6.50.2.11 MULTI-TERM CONTRACTS: Any multi-term contract for services (including the furnishing of insurance) shall only be entered into pursuant to the provisions of the Procurement Code, Section 13-1-150 NMSA 1978 as amended and supplemented.

  [6.50.2.11 NMAC-Rp, 6.50.2.11 NMAC, xx/xx/2014]
- 6.50.2.12 RIGHT TO PROTEST: Any offeror who is aggrieved in connection with a solicitation or award of a contract may protest to the executive director of the authority. The protest shall be submitted in writing within 15 calendar days after knowledge of the facts or occurrence giving rise to the protest.

  [6.50.2.12 NMAC-Rp, 6.50.2.12 NMAC, xx/xx/2014]

#### 6.50.2.13 FILING OF PROTEST:

- A. Protests must be in writing and addressed to the executive director.
- B. The protest shall:
  - (1) include the name and address of the protestant;
  - (2) include the solicitation number;
  - (3) provide a statement of the grounds for protest;
- (4) include supporting exhibits, evidence or documents to substantiate any claim unless not available within the filing time, in which case the expected availability date shall be indicated;
  - (5) a statement of the facts or occurrences giving rise to the protest; and
  - (6) specify the ruling requested from the director.
- C. No formal pleading is required to initiate a protest, but protests shall be concise, logically arranged, and direct.

[6.50.2.13 NMAC-Rp, 6.50.2.13 NMAC, xx/xx/2014]

#### 6.50.2.14 PROCUREMENTS AFTER PROTEST:

- A. In the event of a timely protest, as defined in 6.50.2.12 and 6.50.2.13 NMAC, the executive director shall not proceed further with the procurement unless he makes a written determination that it is necessary to go forward with the award of the contract to protect substantial interests of the authority. Such written determination shall set forth the basis for the determination.
- B. In no circumstance will a procurement be halted after a contract has been awarded merely because a protest has been filed.
- C. The point in time in which a contract is awarded is that point at which a legally enforceable contract is created, unless the context clearly requires a different meaning. [6.50.2.14 NMAC-Rp, 6.50.2.14 NMAC, xx/xx/2014]

#### **6.50.2.15 PROCEDURE:**

- A. Upon the filing of a timely protest, the burden is on the protestant to give notice of the protest to and to cause service to be made (as provided in the Rules of Civil Procedure) upon the contractor if award has been made or, if no award has been made, notice to and service upon all bidders and offerors who appear to have a substantial and reasonable prospect of receiving an award if the protest is upheld or denied.
- B. The protestant and every business that receives notice pursuant to Subsection A of 6.50.2.15 NMAC will automatically be parties to any further proceedings before the executive director. In addition, any other person or business may move to intervene at any time during the course of the proceedings. Intervention will be granted upon a showing of a substantial interest in the outcome of the proceedings. Intervenors shall accept the status of the proceedings at the time of their intervention; in particular, they must abide by all prior rulings and accept all previously established time schedules.
  - C. The executive director and all employees and the general legal counsel of the authority are not

- 6.50.2.16 AUTHORITY TO RESOLVE PROTEST: The executive director may take any action reasonably necessary to resolve a protest regarding risk-related coverages. Such actions include, but are not limited to, the following:
  - A. issue a final written determination summarily dismissing the protest;
  - B. obtain information from the staff of the state purchasing agent or state central purchasing office;
  - C. require the parties to produce information or witnesses under their control for examination;
  - D. require parties to express their positions on any issue in the proceeding;
  - E. require parties to submit legal briefs on any issues in the proceeding;
  - F. establish procedural schedules;
  - G. regulate the course of the proceedings and the conduct of any participants;
  - H. receive, rule on, exclude or limit evidence;
- I. take official notice of any fact that is among the traditional matters of official or administrative notice;
  - J. conduct hearings; and
- K. take any action reasonably necessary to compel discovery or control the conduct of parties or witnesses.

[6.50.2.16 NMAC-Rp, 6.50.2.16 NMAC, xx/xx/2014]

#### 6.50.2.17 HEARINGS:

- A. Hearings are disfavored and will be held only when the executive director determines that substantial material factual issues are present that cannot be resolved satisfactorily through an examination of written documents in the record. Any party may request a hearing, but such requests shall be deemed denied unless specifically granted.
- B. Hearings, when held, should be as informal as practicable under the circumstances, but the executive director has absolute discretion in establishing the degree of formality for any particular hearing. In no event is the executive director required to adhere to formal rules of evidence or procedure.

  [6.50.2.17 NMAC-Rp, 6.50.2.17 NMAC, xx/xx/2014]

#### 6.50.2.18 **RESOLUTION:**

- A. The executive director shall, within 30 days after receipt of all information or the date of any hearing, whichever is later, issue a written determination relating to the protest. The determination shall:
  - (1) state the reasons for the action taken; and
- (2) inform the protestant of the right to judicial review of the determination pursuant to Section 13-1-183 N.M.S.A. 1978.
- B. A copy of the written determination shall be sent immediately by certified mail, return receipt requested, to each of the parties.

  [6.50.2.18 NMAC-Rp, 6.50.2.18 NMAC, xx/xx/2014]

#### 6.50.2.19 RELIEF:

- A. If, prior to award of a contract, the executive director makes a determination that a solicitation or proposed award of a contract is in violation of law, then the solicitation or proposed award shall be canceled.
- B. If, after an award of a contract, the executive director makes a determination that a solicitation or award of a contract is in violation of law and that the business awarded the contract has not acted fraudulently or in bad faith:
- (1) the contract may be ratified, affirmed and revised to comply with law, provided that a determination is made that doing so is in the best interests of the authority; or
- (2) the contract may be terminated, and the business awarded the contract shall be compensated for the actual expenses reasonably incurred under the contract plus a reasonable profit prior to termination.
- C. If, after an award of a contract, the executive director makes a determination that a solicitation or award of a contract is in violation of law or that the business awarded the contract has acted fraudulently or in bad faith, the contract shall be canceled.
  - D. Except as provided in Paragraph (2) of Subsection B of 6.50,2.19 NMAC, the executive director

shall not award money damages or attorneys' fees. [6.50.2.19 NMAC-Rp, 6.50.2.19 NMAC, xx/xx/2014]

#### 6.50.2.20 MOTION FOR RECONSIDERATION:

- A. A motion for reconsideration of a written determination issued pursuant to 6.50.2.18 NMAC, may be filed by any party involved in the procurement. The motion for reconsideration shall contain a detailed statement of the factual and legal grounds upon which reversal or modification of the determination is deemed warranted, specifying any errors of law made, or information not previously considered.
- B. A motion for reconsideration shall be filed not later than 10 days after receipt of the written determination.
- C. The executive director shall issue a written response within 10 business days to the motion for reconsideration. A copy of the written response shall be sent immediately by certified mail, return receipt requested, to each of the parties.

[6.50.2.20 NMAC-Rp, 6.50.2.20 NMAC, xx/xx/2014]

#### 6.50.2.21 **DESIGNEE:**

- A. At any point during a protest proceeding the executive director or the board may appoint a designee, to act in place of the executive director. The designee will have all of the powers described in these rules regarding protest procedures except the power to issue a written determination under 6.50.2.18 NMAC. The designee only has authority to recommend a resolution to the executive director under that section.
- B. The designee may be any person other than any person having made a proposal in response to the request for proposal.
- C. A designee shall present a recommended written resolution to the executive director or the board and mail a copy to each of the parties. No party may appeal from the recommended resolution of the designee.
- D. The executive director or the board shall approve, disapprove or modify the recommended resolution of the designee in writing. Such approval, disapproval or modification shall be the written determination required by 6.50.2.18 NMAC.

[6.50.2.21 NMAC-Rp, 6.50.2.21 NMAC, xx/xx/2014]

#### 6.50.2.22 FINAL DETERMINATION:

- A. In those proceedings in which no motion for reconsideration is filed, the written determination issued pursuant to 6.50.2.18 NMAC shall be the final determination for purposes of the time limits for seeking judicial review under Section 13-1-183 NMSA 1978.
- B. In those proceedings in which a motion for reconsideration is filed, the written response to the motion issued pursuant to Subsection C of 6.50,2.20 NMAC shall be the final determination for purposes of the time limits for seeking judicial review under Section 13-1-183 NMSA 1978.

  [6.50.2.22 NMAC-Rp, 6.50.2.22 NMAC, xx/xx/2014]

#### 6.50.2.23 COPIES OF COMMUNICATIONS:

- A. Each party to a protest proceeding shall certify that it has provided every other party with copies of all documents or correspondence addressed or delivered to the executive director.
- B. No party shall submit any material, evidence, explanation, analysis, or advice, whether written or oral, to the executive director or the board *ex parte*, regarding any matter at issue in a protest. [6.50.2.23 NMAC-Rp, 6.50.2.23 NMAC, xx/xx/2014]
- 6.50.2.24 PROTESTS REGARDING HEALTH CARE CONTRACT PURCHASING: Protests concerning the authority's purchase of health care contracts shall be resolved by the executive director pursuant to the Heath Care Purchasing Act, Section 13-7-1 et seq., NMSA 1978.

  [6.50.2.24 NMAC N, xx/xx/2014]

#### 6.50.2.25 CONTRACTS – AUDITS:

- A. The authority has the primary responsibility for contract compliance monitoring. The board or its consultant if any, shall audit contracts on a random basis to determine:
  - (1) if the tasks called for in the scope of services have been performed;
  - (2) if the contract was completed in time and within budget; and
  - (3) if the services were performed to the satisfaction of the authority.

B. For purposes of compliance with this provision, every contract shall require the contractor to maintain detailed time records which indicate the date, time and nature of services rendered.

[6.50.2.25 NMAC-Rp, 6.50.2.25 NMAC, xx/xx/2014]

#### 6.50.2.26 VOUCHER APPROVAL -- PROFESSIONAL SERVICES

- A. No voucher for payment of professional services will be approved by the board or its third party administrators, other than a payroll voucher or travel voucher, unless the contract and any amendments to the contract have been approved where required by these rules. All vouchers must contain the contract identification number.
- B. The board or its third party administrators shall not approve any voucher for the payment of professional services unless the voucher certifies that the services have been rendered.

  [6.50.2.26 NMAC-Rp, 6.50.2.26 NMAC, xx/xx/2014]

#### HISTORY of 6.50.2 NMAC:

Pre-NMAC History: The material in this part was derived from that previously filed with the State Records Center and Archives under:

NMPSIA Rule 89-100, Contracts for Purchase of Professional Services and Insurance, filed 3/27/89. NMPSIA Rule 93-5, Contracts for Purchase of Professional Services and Insurance, filed 3/22/93.

History of Repealed Material:

6 NMAC 50.2, Contracts for Purchase of Professional Services and Insurance, filed 10/1/97 - Repealed effective xx/xx/2014.

TITLE 6 PRIMARY AND SECONDARY EDUCATION

CHAPTER 50 INSURANCE

PART 3 PROCUREMENT OF COVERAGE FOR RISK-RELATED EXPOSURES, EMPLOYEE-BENEFITS PROGRAMS AND DUE PROCESS REIMBURSEMENT COVERAGE

6.50.3.1 ISSUING AGENCY: New Mexico Public School Insurance Authority.

[6.50.3.1 NMAC-Rp, 6 50.3.1 NMAC, xx/xx/2014]

[The address of the New Mexico Public School Insurance Authority is 410 Old Taos Highway, Santa Fe, New Mexico 87501.]

6.50.3.2 SCOPE: This part applies to all school districts, charter schools, other educational entities, eligible employees, eligible retired employees, eligible dependents, eligible participating entity governing body members, and persons or entities authorized to participate in the authority's employee benefits, risk-related and due process reimbursement coverages.

[6,50.3.2 NMAC-Rp, 6 50.3.2 NMAC, xx/xx/2014]

6.50.3.3 STATUTORY AUTHORITY: Subsection D of Section 22-29-7 NMSA 1978, directs the authority to promulgate necessary rules, regulations and procedures for the implementation of the New Mexico Public School Insurance Authority Act, Section 22-29-1 et seq. NMSA 1978.

[6.50.3.3 NMAC-Rp, 6 50.3.3 NMAC, xx/xx/2014]

**6.50.3.4 DURATION:** Permanent. [6.50.3.4 NMAC-Rp, 6 50.3.4 NMAC, xx/xx/2014]

6.50.3.5 EFFECTIVE DATE:\_\_\_\_\_, unless a later date is cited at the end of a section. [6.50.3.5 NMAC-Rp, 6 50.3.5 NMAC, xx/xx/2014]

6.50.3.6 OBJECTIVE: The objective of this part is to delineate the powers of the authority to procure insurance or to self-insure risk-related exposures and to provide for employee-benefit programs and due process reimbursement coverage and the general methods by which these coverages will be offered.

[6.50.3.7 NMAC-Rp, 6 50.3.7 NMAC, xx/xx/2014]

#### 6.50.3.7 **DEFINITIONS:** [RESERVED.]

6.50.3.8 AUTHORIZATION TO PROCURE INSURANCE OR TO SELF-INSURE RISK-RELATED, EMPLOYEE BENEFIT AND DUE PROCESS REIMBURSEMENT COVERAGES: The authority is authorized to provide for risk-related exposures, employee benefit programs and due process reimbursement coverage in the following ways.

A. Obtain basic, excess, reinsurance or retrospectively rated insurance policies for any combination of risk-related or employee-benefit coverages on behalf of all persons or entities authorized to participate in the authority's coverages in compliance with the Procurement Code, Section 13-1-1 et seq. NMSA 1978, the Health Care purchasing Act, Section 13-7-1 NMSA 1978, and the competitive sealed proposal process of Section 13-1-28 NMSA 1978.

B. Self-insure all or any part of risk-related, employee benefit and due process reimbursement coverages offered to persons or entities authorized to participate in the authority's coverages.

C. Establish pooling and participation arrangements to provide risk-related or employee-benefit coverages on behalf of all persons or entities authorized to participate in the authority's coverages.

D. Establish reasonable self-insured retention or self-insured liability levels.

E. Establish reasonable deductibles, stop loss, out of pocket, co-pays or other cost containment mechanisms.

F. Modify any basic, excess, reinsurance or retrospectively rated insurance policies, pooling or participation agreements or other insurance coverage.

G. Add or delete one or more risks, one or more perils, one or more benefits or one or more lines in any self- insurance, insurance contract, pooling or participation agreement.

[6.50.3.8 NMAC-Rp, 6 50.3.8 NMAC, xx/xx/2014]

6.50.3.9 AUTHORIZATION TO OFFER RISK RELATED COVERAGES: The authority is authorized to offer risk-related coverages to all school districts and charter schools. The authority may offer risk-related coverages to individual other educational entities by special agreement.

[6.50.3.9 NMAC-Rp, 6 50.3.9 NMAC, xx/xx/2014]

#### 6.50.3.10 AUTHORIZATION TO OFFER EMPLOYEE-BENEFIT COVERAGES:

A. The authority is authorized to offer employee-benefit coverages to all school districts, charter schools, other educational entities, eligible employees, eligible retired employees, eligible dependents and persons or entities authorized to participate in the authority's coverage.

B. The authority is authorized to offer mandatory benefit coverages as follows: Basic non-contributory life insurance and medical benefit plans whether insured or self-insured.

C. The authority is authorized to offer optional benefit coverages as follows: dental, vision, disability, or additional life and such other line or lines of coverage as the board may determine from time to time. [6.50.3.10 NMAC-Rp, 6 50.3.10 NMAC, xx/xx/2014]

### 6.50.3.11 AUTHORIZATION TO OFFER DUE PROCESS REIMBURSEMENT COVERAGE

A. The authority is authorized to include due process reimbursement coverage in its self-insured retention risk pool pursuant to Section 22-29-12 NMSA 1978, as amended and supplemented.

B. The board shall determine at the beginning of each fiscal year the amount available in the fund for reimbursements. The provisions for distribution of the fund amount shall be set forth in the general liability memorandum of coverage including the process for submitting claims and the method of distribution.

[6.50.3.11 NMAC-N, xx/xx/2014]

#### **HISTORY of 6.50.3 NMAC:**

Pre-NMAC History: The material in this part was derived from that previously filed with the State Records Center and Archives under:

NMPSIA Rule 86-201, Procurement of and Self-Insurance of Employee Benefit Coverages, filed 10/31/86;

NMPSIA Rule 86-100, Procurement of and Self-Insurance of Related Coverages, filed 10/31/86;

NMPSIA Rule 93-6, Procurement of or Self-Insurance of Risk Related and Employee-Benefits Coverages, filed 33/22/93.

History of Repealed Material:

6 NMAC 50.3, Procurement of or Self-Insurance of Risk-Related and Employee Benefits Insurance, filed 10/1/97 – Repealed effective xx/xx/2014.

TITLE 6 PRIMARY AND SECONDARY EDUCATION

CHAPTER 50 INSURANCE

PART 4 PARTICIPATION IN AUTHORITY COVERAGES BY OTHER EDUCATIONAL

**ENTITIES** 

6.50.4.1 ISSUING AGENCY: New Mexico Public School Insurance Authority.

[6.50.4.1 NMAC-Rp, 6.50.4.1 NMAC, xx/xx/2014]

[The address of the New Mexico Public School Insurance Authority is 410 Old Taos Highway, Santa Fe, New Mexico 87501.]

6.50.4.2 SCOPE: This part applies to other educational entities.

[6.50.4.1 NMAC-Rp, 6.50.4.1 NMAC, xx/xx/2014]

6.50.4.3 STATUTORY AUTHORITY: Subsection D of Section 22-29-7 NMSA 1978, directs the authority to promulgate necessary rules, regulations and procedures for the implementation of the New Mexico Public School Insurance Authority Act, Section 22-29-1 et seq. NMSA 1978.

[6.50.4.3 NMAC-Rp, 6.50.4.3 NMAC, xx/xx/2014]

**6.50.4.4 DURATION:** Permanent. [6.50.4.4 NMAC-Rp, 6.50.4.4 NMAC, xx/xx/2014]

6.50.4.5 EFFECTIVE DATE:\_\_\_\_\_, unless a later date is cited at the end of a section. [6.50.4.5 NMAC-Rp, 6.50.4.5 NMAC, xx/xx/2014]

6.50.4.6 OBJECTIVE: The objective of this part is to set forth the procedures for other educational entities to join or exit the authority as well as rules and procedures concerning participation in authority coverages by other educational entities.

[6.50.4.6 NMAC-Rp, 6.50.4.6 NMAC, xx/xx/2014]

6.50.4.7 **DEFINITIONS:** [RESERVED]

# 6.50.4.8 PROCEDURE FOR JOINING THE AUTHORITY BY OTHER EDUCATIONAL ENTITIES:

- A. Other educational entities who desire to join the authority shall provide the following to the authority:
  - (1) an up-to-date employee census including for all employees their age, gender and classification;
- (2) a minimum of three years loss reports and claims experience for all lines of authority coverages the other educational entity wishes to participate in;
  - submission of financial and benefit information which meets standards set by the board;
- (4) a resolution of the governing body of the other educational entity stating that it is requesting authority membership and participation in the authority's offerings of risk related and employee benefits coverages and a statement that the other educational entity will abide by the Public School Insurance Authority Act, Section 22-29-1 et seq. NMSA 1978, and all authority rules and board policies and will keep in force all authority coverages for the duration of the then existing carrier agreements;
- (5) an agreement in a form acceptable to the authority whereby the governing body of the other educational entity agrees that it will abide by and be bound by the Public School Insurance Authority Act, Section 22-29-1 et seq. NMSA 1978, and all other authority rules and board policies, including authority claims processing, settlement practices and the authority schedule for payment of premiums, late penalties and applicable interest, and will take, pay for and keep in force for the duration of the carrier agreements all applicable authority coverages; and

6,50.1 NMAC

- (6) payment of an excess premium deposit equal to (10%) of the total annual first year premiums for the coverages selected by the other educational entity desiring to join the authority.
- B. An other educational entity desiring to participate in only some of the authority's coverages shall apply for waivers as is required of school districts and charter schools pursuant to Subsections C and D of Section 22-29-9 NMSA 1978.
- C. The authority may reject any application by any other educational entity with or without cause. [6.50.4.8 NMAC-Rp, 6.50.4.8 NMAC, xx/xx/2014]

# 6.50.4.9 PROCEDURE FOR EXITING THE AUTHORITY BY OTHER EDUCATIONAL ENTITIES:

- A. Other educational entities can voluntarily exit the authority only at the expiration of the carrier agreements for the authority coverages they have selected.
- B. Under no circumstances can other educational entities voluntarily exit the authority prior to having been a member for a minimum of three years.
- C. An other educational entity desiring to exit the authority shall make a request to the board in writing stating the reasons why it desires to exit no later than 90 days prior to the expiration date of the carrier agreements for the authority coverages the other educational entity has selected. The board shall vote whether to accept the resignation of the other educational entity at its next regular meeting following receipt of the other educational entity's request to exit.
- D. The board shall reevaluate other educational entities who violate authority rules, regulations or board policies, which have poor loss histories or which evidence clear signs of fiscal irresponsibility and the board may at its discretion terminate the other educational entity's membership in the authority upon 90 day notice. [6.50.4.9 NMAC-Rp, 6.50.4.9 NMAC, xx/xx/2014]

# 6.50.4.10 PENALTIES AGAINST OTHER EDUCATIONAL ENTITIES FOR FAILURE TO PARTICIPATE AFTER JOINING THE AUTHORITY:

- A. Other educational entities may not drop any authority coverages prior to the expiration of carrier contracts. However, should a successor governing body of a participating other educational entity drop participation by refusing continued premium payments, the other educational entity shall be terminated from all coverages by the authority upon 30 day notice and the following penalties shall be incurred.
- (1) For risk-related coverages, the other educational entity shall forfeit to the authority any right to any reserves held on its behalf and shall pay to the authority the cost of any losses in excess of premium.
- (2) For health and life employee benefits coverages, the other educational entity shall forfeit to the authority any right to any return premiums or reserves it may otherwise be entitled to. It shall pay to the authority any funds the authority has paid for or will pay for incurred claims related to the other educational entity in excess of premiums paid by the other educational entity as well as administrative expenses directly or indirectly related to claim payments including third party administrator costs and a reasonable percentage of the authority administrative costs.
- B. If the other educational entity ceases to participate in authority coverages prior to expiration of the carrier contracts, it shall, in addition to any other penalties, pay to the authority any sums determined by the authority to be due in order to hold safe and harmless all other members of the authority from any adverse financial impact caused by its failure to participate.

[6.50.4.10 NMAC-Rp, 6.50.4.10 NMAC, xx/xx/2014]

6.50.4.11 DUE DATES FOR ACCOUNTING BY THE AUTHORITY: An accounting of funds and amounts owed by or to the other educational entity which has failed to participate, dropped coverages or exited the authority for any reason shall not be due from the authority any earlier than two years for employee benefits coverages and for risk-related coverages after the failure to participate, early exit or dropping of coverage by the other educational entity.

[6.50.4.11 NMAC-Rp, 6.50.4.11 NMAC, xx/xx/2014]

#### HISTORY of 6.50.4 NMAC

**Pre-NMAC History:** The material in this Part was derived from that previously filed with the State Records Center and Achives under:

NMPSIA Rule 88-100, Participation Rules and Regulations Rule, filed 11-4-88;

NMPSIA Rule 93-7, Other Educational Entities Participation, filed 3-22-93.

History of Repealed Material: 6 NMAC 50.4, Other Educational Entities Participation, filed 10/1/97-Repealed effective xx/xx/2014.

TITLE 6 PRIMARY AND SECONDARY EDUCATION

**CHAPTER 50 INSURANCE** 

PART 5 DETERMINATION OF PREMIUMS FOR EMPLOYEE-BENEFITS, RISK-RELATED

AND DUE PROCESS REIMBURSEMENT COVERAGES

6.50.5.1 ISSUING AGENCY: New Mexico Public School Insurance Authority.

[6.50.5.1 NMAC-Rp, 6.50.5.1 NMAC, xx/xx/2014]

[The address of the New Mexico Public School Insurance Authority is, 410 Old Taos Highway, Santa Fe, New Mexico 87501.]

6.50.5.2 SCOPE: This part applies to all school districts, charter schools and other educational entities, eligible employees, eligible retired employees, eligible dependents, eligible participating entity governing body members and persons or entities authorized to participate in the authority's employee benefits, risk-related and due process reimbursement coverages.

[6.50.5.2 NMAC-Rp, 6.50.5.2 NMAC, xx/xx/2014]

6.50.5.3 STATUTORY AUTHORITY: Subsection D of Section 22-29-7 NMSA 1978 directs the authority to promulgate necessary rules, regulations and procedures for the implementation of the New Mexico Public School Insurance Authority Act, Section 22-29-1 et seq. NMSA 1978.

[6.50.5.3 NMAC-Rp, 6.50.5.3 NMAC, xx/xx/2014]

6.50.5.4 DURATION: Permanent.

[6.50.5.4 NMAC-Rp, 6.50.5.4 NMAC, xx/xx/2014]

6.50.5.5 EFFECTIVE DATE:\_\_\_\_\_, unless a later date is cited at the end of a section. [6.50.5.5 NMAC-Rp, 6.50.5.5 NMAC, xx/xx/2014]

**6.50.5.6 OBJECTIVE:** The objective of this part is to establish the policy for determining premium levels.

[6.50.5.6 NMAC-Rp, 6.50.5.6 NMAC, xx/xx/2014]

6.50.5.7 **DEFINITIONS** [RESERVED.]

#### 6.50.5.8 ESTABLISHMENT OF EMPLOYEE-BENEFIT AND RISK RELATED PREMIUMS:

- A. The authority shall establish premiums necessary to protect the solvency of the fund considering all expenses, potential expenses and costs of the authority programs.
- B. Whenever possible, the authority shall obtain loss experience for each line of coverage for each participating entity.
- C. Whenever possible and economically feasible, the authority shall obtain professional actuarial advice to establish premium levels.
- D. Whenever possible, the authority shall consider the loss experience of each particular participating entity as a primary factor in establishing the premiums for that entity. However, the authority shall also use other factors as necessary to protect the stability and solvency of the fund.
- Exposure information, which includes, but is not limited to, property values, vehicle counts, payroll, average daily attendance, budgets, new or hazardous exposures, is requested from each member typically in December of each year. This information is one of the factors used to allocate premiums among the members. The deadline for submission of this information to the authorized representative of the authority is the second Friday in January. The authorized representative shall have three to four weeks to review the data, ask and answer any questions and verify the information. The final deadline for the submission of all additional or amended exposure

information by the members to the authorized representative is the second Friday in February. The board will have the final decision to approve or reject any late received exposure information. If the exposure information is not received by the deadlines described above, the board may, at its discretion, impose a 10% penalty increase to that member's prior year's exposure information.

F. If, at any time, the authority becomes aware that a member has under reported exposure information, an additional premium will be charged at a rate to be determined by the board.

G. If, at any time, the authority becomes aware that a member over reports exposure information, the member will not receive any return of premiums paid. However, if there are extenuating circumstances, the member can request that the board waive the forfeiture of the return premium.

[6.50.5.8 NMAC-Rp, 6.50.5.8 NMAC, xx/xx/2014]

6.50.5.9 ESTABLISHMENT OF DUE PROCESS REIMBURSEMENT PREMIUMS: Due process reimbursement coverage premiums shall be established in accordance with Section 22-29-12 NMSA 1978 and the applicable memorandum of coverage.

[6.50.5.9 NMAC – N, xx/xx/2014]

6.50.5.10 NONDISCLOSURE OF PREMIUM CHANGES: Authority staff, actuaries or consultants shall not discuss or disclose to participating entities, employees, retirees or the public any premium changes until authorized to do so by the board.

[6.50.5.10 NMAC-Rp, 6.50.5.10 NMAC, xx/xx/2014]

#### **HISTORY of 6.50.5 NMAC**

Pre-NMAC History: The material in this part was derived from that previously filed with the State Records Center and Archives under:

NMPSIA Rule 86-207, Employee-Benefits Determination Of Premium Levels, filed 10-31-86;

NMPSIA Rule 93-8, Employee-Benefits And Risk-Related Coverages Determination Of Premium Levels, filed 3-22-93.

#### History of Repealed Material:

6 NMAC 50.5, Employee Benefits and Risk Related Coverages Determination of Premium Levels, Filed 10/1/97-Repealed effective xx/xx/2014.

TITLE 6 PRIMARY AND SECONDARY EDUCATION

**CHAPTER 50 INSURANCE** 

PART 6 NOTICE OF RISK-RELATED, EMPLOYEE BENEFITS AND DUE PROCESS

REIMBURSEMENT COVERAGES

6.50.6.1 ISSUING AGENCY: New Mexico Public School Insurance Authority.

[6.50.6.1 NMAC - Rp, 6.50.6.1 NMAC, xx/xx/2014]

[The address of the New Mexico Public School Insurance Authority is 410 Old Taos Highway, Santa Fe, New Mexico 87501.]

**6.50.6.2** SCOPE: This part applies to all school districts, charter schools, other educational entities, eligible employees, eligible retired employees, eligible dependents, eligible participating entity governing body members, and persons or entities authorized to participate in the authority's employee benefits, risk-related and due process reimbursement coverages.

[6.50.6.2 NMAC - Rp, 6.50.6.2 NMAC, xx/xx/2014]

6.50.6.3 STATUTORY AUTHORITY: Subsection D of Section 22-29-7, NMSA 1978, directs the authority to promulgate necessary rules, regulations and procedures for the implementation of the New Mexico Public School Insurance Authority Act, Section 22-29-1 et seq., NMSA 1978.

[6.50.6.3 NMAC – Rp, 6.50.6.3 NMAC, xx/xx/2014]

6.50.6.4 DURATION: Permanent.

[6.50.6.4 NMAC - Rp, 6.50.6.4 NMAC, xx/xx/2014]

6.50.6.5 EFFECTIVE DATE: \_\_\_\_unless a later date is cited at the end of a section. [6.50.6.5 NMAC - Rp, 6.50.6.5 NMAC, xx/xx/2014]

6.50.6.6 OBJECTIVE: The objective of this part is to establish the procedure for providing notice of coverage of risk-related, employee benefits and due process reimbursement coverages.

[6.50.6.6 NMAC – Rp, 6.50.6.6 NMAC, xx/xx/2014]

6.50.6.7 **DEFINITIONS:** [RESERVED]

6.50.6.8 COVERAGE NOTIFICATION: The authority will issue notification of coverage for each offering to each participating entity within 30 days of the inception of the coverage. The coverage notification may specify the types, limits, amounts and general terms of coverage to be provided to the participating entity. The notification shall state that a complete copy of the memorandum of coverage which governs risk-related and due process reimbursement coverages will be made available to all interested parties upon request. Each covered employee under employee benefits coverages shall receive a summary plan description or insurance certificate. The terms of the insurance policy or memorandum of coverage, not the coverage notification or summary shall control in any dispute over coverage. Final determination of whether a claim is covered rests solely with the authority. [6.50.6.8 NMAC – Rp, 6.50.6.8 NMAC, xx/xx/2014]

#### HISTORY OF 6.50.6 NMAC:

Pre-NMAC History: The material in this part was derived from that previously filed with the State Records Center and Archives under:

NMPSIA 86-103, Notice of Risk-Related Coverage, filed 10/31/86.

NMPSIA 86-206, Notice of Coverage, filed 10/31/86.

NMPSIA 93-9, Notice of Risk-Related and Employee Benefits Coverage, filed 3/22/93.

History of Repealed Material:

6 NMAC 50.6, Notice of Risk-Related and Employee Benefits Coverage, filed 10/1/97-Repealed effective xx/xx/2013.

TITLE 6 PRIMARY AND SECONDARY EDUCATION

CHAPTER 50 INSURANCE

PART 7 WAIVER OF PARTICIPATION IN THE AUTHORITY COVERAGE OFFERINGS BY SCHOOL DISTRICTS AND CHARTER SCHOOLS-MINIMUM BENEFIT AND

FINANCIAL STANDARDS

6.50.7.1 ISSUING AGENCY: New Mexico Public School Insurance Authority.

[6.50.7.1 NMAC-Rp, 6.50.7.1 NMAC, xx/xx/2014]

[The address of the New Mexico Public School Insurance Authority is 410 Old Taos Highway, Santa Fe, New Mexico 87501.]

**6.50.7.2 SCOPE:** This part applies to all school districts and charter schools. [6.50.7.2 NMAC-Rp, 6.50.7.2 NMAC, xx/xx/2014]

6.50.7.3 STATUTORY AUTHORITY: Subsection D of Section 22-29-7, NMSA 1978, directs the authority to promulgate necessary rules, regulations and procedures for the implementation of the New Mexico Public School Insurance Authority Act, Section 22-29-1 et seq., NMSA 1978.

[6.50.7.3 NMAC-Rp, 6.50.7.3 NMAC, xx/xx/2014]

**6.50.7.4 DURATION:** Permanent. [6.50.7.4 NMAC-Rp, 6.50.7.4 NMAC, xx/xx/2014]

6.50.7.5 EFFECTIVE DATE: unless a later date is cited at the end of a section. [6.50.7.5 NMAC-Rp, 6.50.7.5 NMAC, xx/xx/2014]

6.50.7.6 OBJECTIVE: The objective of this part is to establish the procedures for school districts and charter schools to obtain a waiver of participation in authority coverage offerings.

[6.50.7.6 NMAC-Rp, 6.50.7.6 NMAC, xx/xx/2014]

#### 6.50.7.7 DEFINITIONS:

- A. "Individual line of coverage" means either "risk-related" or "group health insurance" as those terms are defined in Section 22-29-3, NMSA 1978.
- B. "Minimum benefit standards" means the coverages required by the authority in its requests for proposal to the various insurance carriers.
- C. "Minimum financial standards" means the premiums, deductibles, limits of liability, coinsurance and other financial parameters associated with the authority coverages as set forth in the requests for proposal sent to the various insurance carriers.

  [6.50.7.7 NMAC N, xx/xx/2017]
- 6.50.7.8 WAIVER OF PARTICIPATION: School districts and charter schools shall participate in and accept all authority offerings, unless the school district or charter school has applied for and been granted a waiver for an individual line of coverage by the authority board. If a waiver is granted for an individual line of coverage, the school district or charter school will not be provided any insurance protection or coverage by the authority for the perils covered by that individual line of coverage. The school district or charter school receiving the waiver accepts the obligation to obtain its own insurance protection for the perils covered by the individual line of coverage for which the waiver is granted. A school district or charter school that has been granted a waiver for an individual line of coverage shall be prohibited from participating in that individual line of coverage during the contract period. provided, however, the district or charter school may, if the authority contract period exceeds four years, again seek participation. However, a school district or charter school may, if the authority contract period exceeds four years, again seek participation as if it were an other educational entity pursuant to 6.50.4.8 NMAC. [6.50.7.8 NMAC-Rp, 6.50.7.8 NMAC, xx/xx/2014]

# 6.50.7.9 RESPONSIBILITIES OF SCHOOL DISTRICTS AND CHARTER SCHOOLS WHICH WAIVE PARTICIPATION IN AUTHORITY COVERAGES:

- A. A school district or charter school may waive participation in either the risk related or group health insurance or both. Pursuant to Subsections C and D of Section 22-29-9, a school district or charter school must waive all risk-related or all group health insurance coverages or must petition for participation in the remaining coverages offered by the authority in that particular individual line of coverage.
- B. Should a school district or charter school waive participation in an individual line of coverage, the school district or charter school shall be responsible for the following charges:
- (1) For risk related coverages, the school district or charter school shall forfeit to the authority any right to any return premiums or reserves and shall be responsible to pay to the authority on demand the cost of any prior losses in excess of premium and all the appropriate expenses of the authority in defending, settling and administering any such losses;
- (2) For group health insurance, the school district or charter school shall forfeit to the authority any right to any return premium or reserves it may be entitled to. The school district or charter school shall also pay to the authority any funds paid for prior incurred claims of the school district or charter school in excess of premium paid by the school district or charter school and shall pay to the authority all the appropriate expenses of the authority in defending, settling and administering such claims.
- C. Any school district or charter school waiving participation in an individual line of coverage shall pay to the authority any sums determined by the authority to be due in order to hold safe and harmless all other members of the authority from any adverse financial impact caused by the waiver of coverage. An accounting of funds and amounts owed by the school district or charter school shall not be due from the authority until two years after the waiver of participation has taken effect.

[6.50.7.9 NMAC-Rp, 6.50.7.9 NMAC, xx/xx/2014]

6.50.1 NMAC

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6.50.7.10 MINIMUM BENEFIT AND FINANCIAL STANDARDS: Minimum benefit and financial standards shall be established by the authority pursuant Subsection B of Section 22-29-9, NMSA 1978, at the time of the request for proposal process for the line or lines of coverage proposed to be solicited by the authority. The terms and conditions of the requests for proposal which specify the minimum benefits and financial standards which the authority requires potential carriers to respond to shall also constitute the minimum benefit and financial standards which any district seeking a waiver of coverage must match.

[6.50.7.10 NMAC-Rp, 6.50.7.10 NMAC, xx/xx/2014]

#### 6.50.7.11 BOARD PROCEDURE FOR CONSIDERING REQUESTS FOR WAIVER:

- A. In the event the authority determines it will issue a request for proposal for either risk-related or group health insurance because of termination of an existing contract during its term or because of expiration of an existing contract pursuant to the contractual term limit, the authority shall issue a schedule for the procurement. The request for proposal shall contain a proposed time schedule for responsive offers. The authority shall also set a target date for selection of a carrier. Sixty days prior to the carrier selection target date, the authority shall, by ordinary mail, send to each school district and charter school a copy of the authority's request for proposal notifying the school districts and the charter schools that the request for proposal sets forth the minimum benefits and financial standards for purposes of their opportunity to waive participation in the individual line of coverage being procured. The authority shall in the notice to the school districts and charter schools establish a deadline within which time any school district or charter school desiring a waiver must submit documentation of its proposal matching the authority's minimum benefits and financial standards. A copy of 6.50.7 NMAC shall be enclosed with the notice.
- B. A school district or charter school that plans to file a request for waiver for any individual line of coverage shall within 14 calendar days after receiving notice from the authority as required by Subsection A of 6.50.7.11 NMAC above, file a notice of intent to file a request for waiver for that particular individual line of coverage. The purpose of this preliminary filing is to permit the authority to structure its request for proposal to give notice to any proposed bidders of the approximate number of school districts and charter schools that may attempt to waive participation in that individual line of coverage, since this can have a significant effect on the procurement process.
- C. Any school district or charter school that has filed a notice of intent to file a request for waiver, may, if the school district or charter school desires to continue its waiver efforts, seek proposals for insurance through a request for proposal in accordance with state law. The school district's or charter school's request for proposal shall, as a minimum, contain the minimum employee benefits and financial standards or the risk-related minimum benefits and financial standards as required by the authority's request for proposal. The school district or charter school may include additional coverages or additional limits in its request for proposal.
- D. After the school district or charter school receives responses to its request for proposals and still desires to continue to seek a waiver, it shall prepare a request for waiver which affirmatively sets forth the coverages, the premiums and a summary of the school district's or charter school's data with respect to each of the criteria set forth in 6.50.7.12 NMAC.
- E. The request for waiver of participation with all documentation shall be filed with the authority on or before the date on which the authority's request for proposal requires proposals to be received.
- F. Any school district or charter school that does not timely file a notice of intent to file for a waiver of participation or a request for waiver of participation is prohibited from waiving out of the authority coverage.
- G. When the authority receives a request for a waiver of participation, the authority shall immediately send a notice to the school district or charter school setting forth the time and place for a public board meeting to consider approval or rejection of the waiver request. Since time is of the essence, if necessary, the board shall call a special meeting in accordance with the Open Meetings Act, Section 10-15-1 et seq., NMSA 1978, to consider the waiver request.
- H. At the meeting, the school district or charter school will present its proposed coverages and the costs of those coverages. Then, the authority's executive director will explain the comparable coverages to be offered by the authority and their costs. The board shall review all documents and information presented orally and in writing and then shall either make its decision at the meeting or notify the school district or charter school of the decision in writing within five calendar days after the meeting.
- I. The decision of the authority board to grant or deny a waiver of participation is final. Any district denied a waiver of participation may appeal such decision. An appeal shall be taken within thirty days from the date of the board action. Such appeal is on the record made before the authority board and the board decision may be reversed only if shown upon a review of the whole record to be arbitrary, capricious or in violation of law.

# 6.50.7.12 APPROVAL OR DISAPPROVAL OF REQUEST FOR WAIVER OF

PARTICIPATION: The authority board shall approve or disapprove a waiver of participation based on the documentation submitted by the school district or charter school. The board shall grant a waiver to a school district or charter school that shows evidence to the satisfaction of the board that:

A. In the event the waiver is with regard to group health insurance:

- that the school district or charter school has secured a valid written enforceable commitment from an insurer to provide group health insurance;
- (2) that the coverage committed to the school district or charter school and the plan benefits for their employees is at least as beneficial as the plan being procured by the authority;
- (3) that there are no more exclusions from coverage and the exclusions are not broader than those set out in the authority's request for proposals;
- (4) that the deductibles, stop loss, out of pocket costs, etc., if any, result in no more costs to the employees than would occur pursuant to the authority's request for proposals;
- (5) that any cost containment features not result in any higher costs or burdens on the employees than would result under the authority's request for proposals;
- (6) that the prospective insurer of the school district or charter school have the same or greater rating as that required in the authority's request for proposals;
  - (7) that the notice of intent to request a waiver has been timely filed;
  - (8) that the request for waiver of participation has been timely filed;
- (9) that all the data required to be included in the request for waiver of participation has been timely supplied;
- (10) that the proposed insurer for the school district or charter school has satisfactorily demonstrated to the school district or charter school and to the authority that the insurer in its proposal to the school district or charter school has adequately accounted in its rates for such items as school district or charter school experience, incurred but not reported losses, medical inflation trends and other relevant factors for the purpose of allowing the school district or charter school and the authority to determine the future viability of the plan, if rates are under-quoted at inception and whether the proposed insurer for the school district or charter school meets the minimum financial standards of the authority; and
- (11) that the total group health insurance offering available in that school district or charter school compares favorably in all respects with the authority's request for proposals;
  - B. In the event the waiver is with regard to risk-related insurance:
- (1) that the school district or charter school has secured a valid written enforceable commitment from an insurer to provide risk-related insurance;
- (2) that there are no more exclusions from coverage and the exclusions are not broader than those in the authority's request for proposal;
- (3) that the deductibles, self insured retention, etc., if any, are no higher or result in any more costs to the school district or charter school than would occur pursuant to the authority's request for proposal;
- (4) that any cost containment features not result in any higher costs or burdens on the school district or charter school than would result under the authority's request for proposals;
- (5) that the prospective insurers of the school district or charter school provide coverages as broad as is required in the authority's request for proposals;
- (6) that the prospective insurers of the school district or charter school have the same or greater rating as required in the authority's request for proposals;
  - (7) that the notice of intent to request a waver has been timely filed;
  - (8) that the request for waiver of participation has been timely filed;
- (9) that all the data required to be included in the request for waiver of participation has been included; and
- (10) that the proposed insurer for the school district or charter school has satisfactorily demonstrated to the school district or charter school and to the authority that the insurer in its proposal to the school district or charter school has adequately accounted in its rates for such items as school district or charter school experience, incurred but not reported losses, the nature of existing coverage(claims made or occurrence) and other relevant factors for the purpose of allowing the school district or charter school and the authority to determine the future costs of coverages, to determine if rates are under-quoted at inception and whether the proposed insurer for the school district or charter school meets the minimum financial standards of the authority.

[6.50.7.12 NMAC-Rp, 6.50.7.12 NMAC, xx/xx/2014]

# 6.50.7.13 WITHDRAWAL, FAILURE TO FOLLOW PROCEDURES, EXPIRATION OF WAIVERS:

A. A request for waiver may be withdrawn at any time prior to or at the scheduled meeting.

B. Failure to follow the procedures set forth in this rule shall be adequate reason for rejection of the request for waiver.

C. Any waiver granted shall automatically expire at the end of the authority insurance contract for the line of coverage.

[6.50.7.13 NMAC-Rp, 6.50.7.13 NMAC, xx/xx/2014]

6.50.7.14 AUTOMATIC WAIVER ALLOWED: School districts and charter schools are entitled to an automatic waiver for any line of coverage where the employee pays the full amount of the premium. If the school district or charter school desires insurance protection for a particular line of employee-pay-all coverage, the school district or charter school must affirmatively petition the authority for coverage. In granting the coverage the board shall first determine that the school district or charter school meets the minimum participation requirements as established by the board from time to time, that the school district or charter school will carry the coverage through the end of the contract period and that approval will not jeopardize the stability of the fund.

[6.50.7.14 NMAC-Rp, 6.50.7.14 NMAC, xx/xx/2014]

#### **HISTORY of 6.50.7 NMAC**

Pre-NMAC History: The material in this part was derived from that previously filed with the State Records Center and Archives under:

NMPSIA 86-101, Risk-Related Minimum Benefits and Risk-Related Financial Standards, filed 10-31-86;

NMPSIA 86-102, Waiver Of Participation For Risk-Related Coverages, filed 10-31-86;

NMPSIA 86-203, Waiver of Participation for Employee-Benefit Coverages, filed 10-31-86;

NMPSIA 88-2, Definitions, filed 11-4-88;

NMPSIA 93-10, Employee-Benefit and Risk Related Minimum Benefit and Financial Standards Participation Waiver, filed 03-22-93;

NMPSIA 86-2, Definitions, filed 10/31/86;

NMPSIA 93-1, Definitions, filed 3/22/93.

#### History of Repealed Material:

6 NMAC 50.7, Employee Benefit and Risk-Related Minimum Benefit and Financial Standards Participation Waiver, filed 10/1/97- Repealed effective xx/xx/2014.

TITLE 6 PRIMARY AND SECONDARY EDUCATION

CHAPTER 50 INSURANCE

PART 8 EMPLOYEE-BENEFIT AND RISK-RELATED PREMIUM PAYMENTS

6.50.8.1 ISSUING AGENCY: New Mexico Public School Insurance Authority.

[6.50.8.1 NMAC-Rp, 6 NMAC 50.8.1, xx/xx/2014]

[The address of the New Mexico Public School Insurance Authority is 410 Old Taos Highway, Santa Fe, New Mexico 87501.]

6.50.8.2 SCOPE: This part applies to all school districts, charter schools, other educational entities, eligible employees, eligible retired employees, eligible dependents, eligible participating entity governing body board members and persons or entities authorized to participate in the authority's employee benefits, risk-related and due process reimbursement coverages.

[6.50.8.2 NMAC-Rp, 6 NMAC 50.8.2, xx/xx/2014]

6.50.8.3 STATUTORY AUTHORITY: Subsection D of Section 22-29-7 NMSA 1978, directs the authority to promulgate necessary rules, regulations and procedures for the implementation of the New Mexico

Public School Insurance Authority Act, Section 22-29-1 et seq. NMSA 1978. [6.50.8.3 NMAC-Rp, 6 NMAC 50.8.3, xx/xx/2014]

**6.50.8.4 DURATION:** Permanent. [6.50.8.4 NMAC-Rp, 6 NMAC 50.8.4, xx/xx/2014]

6.50.8.5 EFFECTIVE DATE: \_\_\_\_\_, unless a later date is cited at the end of a section. [6.50.8.5 NMAC-Rp, 6 NMAC 50.8.5, xx/xx/2014]

6.50.8.6 OBJECTIVE: The objective of this part is to set forth the requirements for premium payment by participating entities.

[6.50.8.6 NMAC-Rp, 6 NMAC 50.8.6, xx/xx/2014]

6.50.8.7 **DEFINITIONS:** [RESERVED]

6.50.8.8 PREMIUM PAYMENT FOR RISK RELATED AND DUE PROCESS REIMBURSEMENT COVERAGES: The authority shall invoice each member for risk-related and due process reimbursement coverages. Payment for risk-related and due process reimbursement coverages is due in full within 30 days after the billing date. Premium payments not received by the 10th day of the month following the due date shall be subject to an interest charge of 1.5% of the premium due for each month they are overdue.

[6.50.8.8 NMAC-Rp, 6 NMAC 50.8.8, xx/xx/2014]

- 6.50.8.9 PREMIUM PAYMENT FOR EMPLOYEE BENEFITS COVERAGES: The authority shall invoice each member, or the individual participant where direct billing is used, for the premiums for employee benefits coverages. Premium payments are due in full within 10 days after billing. Premiums are due no later than the 10th of the month for which coverage is intended.

  [6.50.8.9 NMAC-N, xx/xx/2014]
- 6.50.8.10 PREMIUM PAYMENT PLAN: Any member unable to make its premium payment timely and in full must obtain a recommendation from the state secretary of education for any alternate payment schedule, which shall then be submitted to the board for approval. The board may accept or reject the secretary's recommendation.

[6.50.8.10 NMAC-Rp, 6 NMAC 50.8.10, xx/xx/2014]

- 6.50.8.11 FAILURE TO PAY PREMIUMS WHEN DUE: If any member or individual participant responsible for making a premium payment fails to make the premium payments when due, the member or individual participant shall be subject to suspension of coverage or in an extreme case, as determined by the board, to termination of coverage. Notice of suspension or termination of coverage shall be given to the member or to the individual as appropriate. Where the coverage has been suspended for non-payment of premiums, the authority shall act to protect the stability of the fund in determining whether to reinstate coverage.

  [6.50.8.11 NMAC-Rp, 6 NMAC 50.8.11, xx/xx/2014]
- 6.50.8.12 PROCEDURE FOR HANDLING DISPUTED BILLINGS: In the event any member or individual disputes the amount of the authority's billing, the member or individual shall pay the bill and then file a written statement requesting a refund of the disputed amount setting forth the amount and the reasons the member or individual believes the billing constitutes an overcharge. The request shall be filed within 60 days after the submission of the billing. Requests for refunds that are not timely filed shall be deemed to be rejected. The board shall place complaints regarding the amount of the authority's billings that are timely filed on the agenda of one of its meetings and give notice to the affected member or individual so the member or individual may attend and be heard.

[6.50.8.12 NMAC-Rp, 6 NMAC 50.8.12, xx/xx/2014]

#### **HISTORY of 6.50.8 NMAC:**

Pre-NMAC History: The material in this part was derived from that previously filed with the State Records Center and Archives under:

NMPSIA 86-105, Risk-Related Premium Payments, filed 10-31-86; NMPSIA 86-205, Employee Benefit Premium Payments, filed 10-31-86; NMPSIA 93-11, Employee-Benefit and Risk Related Premium Payments, filed 03-22-93.

History of Repealed Material:

6 NMAC 50.8, Employee Benefit and Risk-Related Premium Payments, Filed 10/1/97-Repealed effective xx/xx/2013.

TITLE 6 PRIMARY AND SECONDARY EDUCATION

CHAPTER 50 INSURANCE

PART 9 COORDINATION OF BENEFITS REQUIREMENTS - DUPLICATE OR OVERLAPPING

BENEFITS COVERAGES

6.50.9.1 ISSUING AGENCY: New Mexico Public School Insurance Authority.

[6.50.9.1 NMAC-Rp, 6 NMAC 50.9.1, xx/xx/2014]

[The address of the New Mexico Public School Insurance Authority is 410 Old Taos Highway, Santa Fe, New Mexico 87501.]

6.50.9.2 SCOPE: This part applies to all school districts, charter schools, other educational entities, eligible employees, eligible retired employees, eligible dependents, eligible participating entity governing body members, and persons or entities authorized to participate in the authority's employee benefits or risk-related coverages.

[6.50.8.2 NMAC-Rp, 6 NMAC 50.8.2, xx/xx/2014]

6.50.9.3 STATUTORY AUTHORITY: Subsection D of Section 22-29-7, NMSA 1978, directs the authority to promulgate necessary rules, regulations and procedures for the implementation of the New Mexico Public School Insurance Authority Act, Section 22-29-1 et seq., NMSA 1978.

[6.50.8.3 NMAC-Rp, 6 NMAC 50.8.3, xx/xx/2014]

6.50.9.4 **DURATION:** Permanent. [6.50.8.4 NMAC-Rp, 6 NMAC 50.8.4, xx/xx/2014]

6.50.9.5 EFFECTIVE DATE: \_\_\_\_\_, unless a later date is cited at the end of a section. [6.50.8.5 NMAC-Rp, 6 NMAC 50.8.5, xx/xx/2014]

6.50.9.6 OBJECTIVE: The objective of this part is to bring Subsection F of Section 22-29-9, NMSA 1978, to the attention of members and provide direction as to what other insurance may be maintained by members and to provide for claims where there is duplicate coverage.

[6.50.8.6 NMAC-Rp, 6 NMAC 50.8.6, xx/xx/2014]

6.50.9.7 **DEFINITIONS:** [RESERVED]

6.50.9.8 SCHOOL DISTRICT AUTHORITY TO MAINTAIN INSURANCE: Each school district, charter school and other educational entity participating in the authority offerings shall not separately offer any competing employee-benefits insurance coverage. However, each member participating in the authority offerings may separately obtain any risk-related insurance coverage in addition to the coverage offered by the authority. [6.50.8.8 NMAC-Rp, 6 NMAC 50.8.8, xx/xx/2014]

6.50.9.9 AUTHORITY'S LIMITATION OF LIABILITY FOR DUPLICATE OR OVERLAPPING PREMIUMS PAID: To the extent that the insurance coverage purchased by the member or individual participant duplicates or overlaps insurance coverage provided by the authority, the authority will not reduce or rebate any portion of its premium nor is the authority liable to the participating entity or to any individual participant for any premiums paid by the participating entity or the individual participant for duplicate or overlapping coverage.

[6.50.8.9 NMAC-Rp, 6 NMAC 50.8.9, xx/xx/2014]

6.50.9.10 RISK RELATED OVERLAPPING INSURANCE COVERAGES: Where there is other insurance, no matter how acquired or provided to an insured, the authority shall follow the "guiding principles for overlapping insurance coverages" adopted by the association of casualty and surety companies, the inland marine underwriters association, the national automobile underwriters association, the national board of fire underwriters, the national bureau of casualty underwriters and the surety association of America to determine the obligations of the authority with respect to apportionment of losses with other insurers.

[6.50.8.10 NMAC-Rp, 6 NMAC 50.8.10, xx/xx/2014]

6.50,9.11 EMPLOYEE BENEFITS COVERAGE/COORDINATION OF BENEFITS RULES:

Coordination of benefits ("COB") rules of the authority's medical carrier shall prevail in any situation where a conflict exists with any other authority benefits carrier. In the event of a conflict among authority carriers addressed by COB rules, the COB rules of the carrier of coverages wherein the authority is at risk will prevail. In the event of a conflict between an authority carrier and a non-authority carrier addressed by the COB rules of the authority carrier, the authority carrier COB rules will prevail.

[6.50.8.11 NMAC-Rp, 6 NMAC 50.8.11, xx/xx/2014]

### **HISTORY OF 6.50.9 NMAC:**

Pre-NMAC History: The material in this part was derived from that previously filed with the State Records Center and Archives under:

NMPSIA 86-104, Participating Entity Maintenance Of Risk-Related Insurance, filed 10/31/86;

NMPSIA 86-202, Employee Benefit Minimum Benefits and Employee-Benefit Financial Standards, filed 10/31/86;

NMPSIA 93-12, Participating Entity Competing Employee Benefits Coverages Duplicate Or Overlapping Coverages and Coordination Of Benefits Rules, filed 3/22/93.

### History of Repealed Material:

6 NMAC 50.9, Coordination of Benefits Requirements – Duplicate or Overlapping Benefits Coverages, filed 10/1/97-Repealed effective xx/xx/2013.

TITLE 6 PRIMARY AND SECONDARY EDUCATION

CHAPTER 50 INSURANCE

PART 10 EMPLOYEE BENEFIT COVERAGE ENROLLMENT POLICY

6.50.10.1 ISSUING AGENCY: New Mexico Public School Insurance Authority.

[6.50.10.1 NMAC-Rp, 6.50.10.1 NMAC, xx/xx/2014]

[The address of the New Mexico Public School Insurance Authority is 410 Old Taos Highway, Santa Fe, New Mexico 87501.]

- 6.50.10.2 SCOPE: This part applies to all school districts, charter schools, other educational entities, eligible employees, eligible retired employees, eligible dependents, eligible participating entity governing body members, and persons or entities authorized to participate in the authority's employee benefits coverages.

  [6.50.10.2 NMAC-Rp, 6.50.10.2 NMAC, xx/xx/2014]
- 6.50.10.3 STATUTORY AUTHORITY: Subsection D of Section 22-29-7 NMSA 1978 directs the authority to promulgate necessary rules, regulations and procedures for the implementation of the New Mexico Public School Insurance Authority Act, Section 22-29-1 et seq. NMSA 1978.

  [6.50.10.3 NMAC-Rp, 6.50.10.3 NMAC, xx/xx/2014]

6.50.10.4 DURATION: Permanent. [6.50.10.4 NMAC-Rp, 6.50.10.4 NMAC, xx/xx/2014]

6.50.10.5 EFFECTIVE DATE: \_\_\_\_\_ unless a later date is cited at the end of a section.

### [6.50.10.5 NMAC-Rp, 6.50.10.5 NMAC, xx/xx/2014]

6.50.10.6 OBJECTIVE: The objective of this part is to establish the enrollment policy for all persons or entities authorized to participate in the authority's employee benefits coverage.

[6.50.10.6 NMAC-Rp, 6.50.10.6 NMAC, xx/xx/2014]

### **6.50.10.7 DEFINITIONS:**

- A. "Actively at work" means performing the material duties of your own occupation at your employer's usual place of business. You will also meet the actively at work requirement if you were absent from active work because of a regularly scheduled day off, holiday or vacation day or if you were capable of active work on the day before the scheduled effective date of your insurance or increase in your insurance.
- B. "Employee" means full time employee as defined in Subsection X of NMAC 6.50.1.7. This definition applies to the rules related to employee benefits coverage contained in Part 10 only:

[6.50.10.7 NMAC-Rp, 6.50.10.7 NMAC, xx/xx/2014]

### 6.50.10.8 REQUIREMENTS FOR ENROLLMENT OF FULL TIME EMPLOYEES:

- A. An employee shall be enrolled pursuant to his actual status at the time of enrollment. If a change in status of an employee occurs he must notify the employer within 31 calendar days of the change and complete any enrollment documents required by the authority.
- B. An employee may enroll just himself only. However, if the employee chooses to enroll one eligible dependent, the employee shall enroll all eligible dependents unless one or more eligible dependents have other coverage. If the dependent of an eligible employee participant is enrolled in another medical plan, the eligible employee participant may enroll in the authority's medical plan as a single and in the two-party or family coverage for other lines. Evidence of the other coverage is required.
  - C. New eligible employees may enroll under the conditions set forth by the authority as follows:
- (1) New eligible employees shall enroll within 31 calendar days of hire or within 31 calendar days of being upgraded to eligible employee. Evidence of upgrade is required.
- (2) A new participating entity governing body member or new participating authority board member shall enroll within 31 days of being sworn in to office.
- (3) Coverage is effective on the first day of the month following the day the employee applies, provided the employee authorizes in writing that the premium is to be withheld from his payroll check, subject to the actively-at-work provision, and for self-payers, the first day of the month following receipt of the premium by the authority.
- (4) Where an employee is on a twelve-month payroll option, the employer shall deduct and remit from each payroll and shall remit the employer's contribution simultaneously.
  - (5) Where an employee seeks a transfer of benefits:
- (a) the employee is covered until the end of the month for which coverage was paid at the school the employee is leaving;
- (b) the employee shall enroll within 31 calendar days of hire at the school the employee is moving to; and
- (c) participating entities shall coordinate the effective date to ensure duplicate premiums are not paid on behalf of the employee through the outgoing school as well as the incoming school.
- (6) Eligible employee or dependents who involuntarily lose benefits coverage have a 31 day window to enroll in the authority. Supporting documentation showing the reason for the involuntary loss of benefits coverage, the date benefits coverage was lost, who was covered and what types of benefits coverage was lost must be submitted within 31 days from the date of loss of coverage. The effective date of new benefits coverage will be the first of the month following receipt by the authority of the documentation required and the necessary application or applications, provide that all enrollment rules of the authority are met.
- (7) Eligible employee enrollment after the enrollment period shall be permitted to only in the authority's long-term disability plan and the voluntary life insurance plan upon providing the required evidence of medical insurability. Late enrollments shall not be permitted for medical, dental or vision coverages. Eligible employees who did not initially enroll can do so at the next open enrollment period.
- (8) If an eligible employee participant obtains dependent coverage for any eligible dependent from the authority, then the employee is required to enroll all eligible dependents in such coverage unless one or more eligible dependents have other coverage. If an eligible employee participant is divorced, and the divorce decree

states that medical coverage will be provided by the ex-spouse for one or more dependents of the eligible employee participant, the employee is permitted to enroll as a single in the medical and in the two party or family coverage for other lines.

- (9) An employee is prohibited from having duplicate coverage from the authority for any line of coverage. An employee is also prohibited from having employee coverage and dependent coverage at the same time from the authority for any line of coverage. In the event of duplicate coverage, only one benefit will be paid. In those cases where an employee and his or her spouse or domestic partner are both eligible employees, either one may enroll into the coverage and the other be treated as an eligible dependent.
- (10) An eligible employee is not permitted to enroll for a particular line of coverage unless the minimum participation level as determined by the authority is met.
- (11) The participant shall only be permitted to switch from one plan to another plan within the same line of coverage during an established switch enrollment period and then only under the terms and conditions permitted by the authority.
- (12) An employee may drop any line of coverage at any time at the employee's discretion, provided, however, any provision with respect to prohibition against dropping any lines of coverage shall be enforced. In divorce situations, a divorced eligible employee may not drop eligible dependents based on a change in status until a divorce decree is filed with the authority. When a domestic partnership is terminated, the employee, ex-domestic partner may not drop eligible dependents based on a change in status until the authority receives written notice that the domestic partnership is terminated in the form of an affidavit terminating domestic partnership. If the employee drops the line of coverage(s), the employee cannot re-enroll except as this part permits.
- (13) Proper documentation, including evidence of medical insurability where required, must be provided by the eligible employee seeking coverage within 31 calendar days of the qualifying event. Coverage may be rejected where adequate proof and documentation satisfactory to the authority is not submitted in a timely manner.

[6.50.10.8 NMAC-Rp, 6.50.10.8 NMAC, xx/xx/2014]

### 6.50.10.9 REQUIREMENTS FOR ENROLLMENT OF PART-TIME EMPLOYEES;

- A. Part-time employees who work less than 20 hours a week but 15 hours per week or more are eligible for employee benefits if the member has passed a part-time resolution agreeing to provide employee benefits to part-time employees. A part-time resolution must be renewed in May of each year by the member in order for its part time employees to remain eligible for employee benefits.
  - B. Part-time employees who work less than 15 hours per week are not eligible for employee benefits.
  - C. Part-time employees eligible for employee benefits may also enroll their dependents.
- D. The requirements for enrollment for full time employees under 6.50.10.8 NMAC also apply to part-time employees.
- E. Eligibility for basic life is 15 hours or more per week. [6.50.10.9 NMAC N, xx/xx/2014]

### 6.50.10.10 REQUIREMENTS FOR ENROLLMENT OF EMPLOYEE DEPENDENTS:

- A. Eligible employee participants may enroll their eligible dependents during the enrollment period established by the authority. If the employee is enrolled in family medical coverage, a newborn dependent of an employee parent is covered from the date of birth under the same lines of family coverage in which the employee parent is enrolled at the time of the newborn's birth. In cases where the employee is not enrolled in family medical coverage but has family coverage for other lines of employee benefits, the employee parent must enroll the newborn dependent within 31 calendar days from the date of birth to be covered from the date of birth. In cases where there is a change of status in premium (i.e., single to two-party, single to family, or two-party to family) due to the addition of a newborn dependent, the employee parent must enroll the newborn dependent within 31 calendar days from the date of birth to be covered from the date of birth. Certification of information from the official state publicly filed birth certificate or a state-filed birth certificate registration certification must accompany the enrollment form, or if the birth certificate or certification is not available, it must be submitted within 31 calendar days from the first day of the month following the newborn dependent's date of birth. Adopted dependents of an employee are eligible for coverage from the date of placement by a licensed state agency, a governmental agency or a court of competent jurisdiction. Supportive documentation of such placement is required with the change of status application within 31 calendar days of the date of placement.
- B. The employee participant shall enroll the new eligible dependent within 31 calendar days of becoming an eligible dependent, except for newborns when family medical coverage is in effect at the time of the

newborn's birth. Those persons considered to be a new eligible dependent are a newborn child, a new spouse, a domestic partner newly established by affidavit, a new legally adopted child, legal guardianship and other similar situations where the dependent becomes a new family member and is otherwise an eligible dependent. Supportive documentation in the form of copies of publicly filed marriage certificates, certificate of birth certificate information, guardianships, placement or adoption decrees and affidavits of domestic partnership shall be submitted along with the enrollment application.

C. An eligible dependent has no greater coverage than the eligible employee participant and the eligible dependent can maintain coverage only to the extent that the eligible employee participant maintains his coverage, except as otherwise specifically provided in this rule or to the extent federal law may grant broader rights.

- D. An eligible employee participant may drop any line of coverage for their eligible dependent at any time at the employee's discretion. However, any provision with respect to prohibition against dropping any lines of coverage shall be enforced. If the employee drops the line of coverage, that employee cannot re-enroll the eligible dependent except as this rule permits. If the employee drops one dependent, the employee must drop coverage on all eligible dependents except an employee may drop a dependent 18 years or above without dropping the other eligible dependents. In divorce situations, a divorced eligible employee may not drop eligible dependents based on a change in status until a divorce decree is filed with the authority. When a domestic partnership is terminated, the employee's ex-domestic partner may not drop eligible dependents based on a change in status until the authority receives written notice that the domestic partnership is terminated in the form of an affidavit terminating domestic partnership.
- E. Proper documentation (together with application for coverage) including evidence of medical insurability where required, must be provided by the person seeking coverage within 31 calendar days of the qualifying event. Coverage may be rejected where adequate proof and documentation satisfactory to the authority is not submitted in a timely manner.
- F. An eligible retired employee and eligible dependents shall be permitted to enroll in voluntary life only during the established enrollment period. The retiree shall be responsible for submitting paperwork prior to his retirement date to ensure no break in premium or coverage occurs. The retiree shall be responsible for premium payments for any monthly premiums.
- G. The established enrollment period allowed by the authority for active participating entity board members and eligible dependents is 31 calendar days after the board member has taken oath.

  [6.50.10.10 NMAC-Rp, 6.50.10.10 NMAC, xx/xx/2014]
- 6.50.10.11 SPECIAL EVENTS ENROLLMENT: In cases of "special events" as defined in Subsection EEE of 6.50.1.7 NMAC, enrollment shall be allowed.

  [6.50.10.11 NMAC-Rp, 6.50.10.11 NMAC, xx/xx/2014]
- 6.50.10.12 REPORTING REQUIREMENT: Authority insurance providers depend on timely reporting of dismissals, resignations, change in status, reports of new employees and eligible dependents and those dropping coverages. The only source of this information is from the participating entity. Participating entities shall report this information on or before the 15th day following notification from the employee of the event. In the event they fail to so timely report, the responsible participating entity shall be liable for any losses an eligible employee or dependent may incur as a result of the failure to timely report.

  [6.50.10.12 NMAC-Rp, 6.50.10.21 NMAC, xx/xx/2014]

### 6.50.10.13 ENROLLMENT AND ELIGIBILITY CONFLICTS:

- A. In the event there is a conflict between a carrier's contract with the authority and this part regarding enrollment and eligibility, the carrier's contract shall prevail.
- B. In the event there is a conflict between a carrier's contract with the authority and the policies of a participating entity regarding enrollment and eligibility, the carrier's contract shall prevail.
- C. In the event there is a conflict between the policies of a participating entity policy and this part regarding enrollment and eligibility, this part shall prevail.
- D. All disputes between a participating entity and an employee or part time employee in determining eligibility shall be resolved at the participating entity level.
- E. As to questions of enrollment and eligibility, if miscommunication to an employee or part time employee by the participating entity has allegedly occurred, the participating entity shall provide a written statement to the authority indicating the party or parties who allegedly miscommunicated to the employee or part time employee and the circumstances in which the alleged miscommunication occurred.

- F. As to questions of enrollment and eligibility, disputes not resolved between an employee or part time employee, the participating entity and the authority or its contractors shall be resolved according to the procedures of 6.50.16 NMAC of these rules.
- G. As to all other conflicts between the authority and carriers, the relevant conflicts provisions of the agreements between them shall control with regard to conflict resolutions.

  [6.50.10.13 NMAC-Rp, 6.50.10.13 NMAC, xx/xx/2014]

### HISTORY OF 6.50.10 NMAC:

Pre-NMAC History: The material in this part was derived from that previously filed with the State Records Center and Archives under:

NMPSIA 86-200, Employee Benefit Coverage Enrollment Policy, filed 10/31/86. NMPSIA 88-200, Employee Benefit Coverage Enrollment Policy, filed 11/4/88.

NMPSIA Rule 93-13, Employee Benefit Coverage Enrollment Policy, filed 3/22/93.

NMPSIA Rule 94-1, Employee Benefit Coverage Enrollment Policy, filed 5/20/94.

History of Repealed Material:

6.50,10 NMAC, Employee Benefit Coverage Enrollment Policy, filed 7/1/2004-repealed effective xx/xx/2014.

TITLE 6 PRIMARY AND SECONDARY EDUCATION

CHAPTER 50 INSURANCE

PART 11 EMPLOYEE BENEFIT SAVINGS PROVISION

6.50.11.1 ISSUING AGENCY: New Mexico Public School Insurance Authority.

[6.50.11.1 NMAC-Rp, 6.50.11.1 NMAC, xx/xx/2014]

[The address of the New Mexico Public School Insurance Authority is 410 Old Taos Highway, Santa Fe, New Mexico 87501.]

- 6.50.11.2 SCOPE: This part applies to all school districts, charter schools, other educational entities, eligible employees, eligible retired employees, eligible dependents, eligible participating entity governing body members, and persons or entities authorized to participate in the authority's employee benefits coverages.

  [6.50.11.2 NMAC-Rp, 6.50.11.2 NMAC, xx/xx/2014]
- 6.50.11.3 STATUTORY AUTHORITY: Subsection D of Section 22-29-7, NMSA 1978, directs the authority to promulgate necessary rules, regulations and procedures for the implementation of the New Mexico Public School Insurance Authority Act, Section 22-29-1 et seq., NMSA 1978.

  [6.50.11.3 NMAC-Rp, 6.50.11.3 NMAC, xx/xx/2014]

6.50.11.4 DURATION: Permanent.

[6.50.11.4 NMAC-Rp, 6.50.11.4 NMAC, xx/xx/2014]

- 6.50.11.5 EFFECTIVE DATE: \_\_\_\_\_, unless a later date is cited at the end of a section. [6.50.11.5 NMAC-Rp, 6.50.11.5 NMAC, xx/xx/2014]
- 6.50.11.6 OBJECTIVE: The objective of this part is to protect those persons that have obtained employee benefits coverage from the authority in the past and may no longer be entitled to coverage under other provisions of this chapter.

[6.50.11.6 NMAC-Rp, 6.50.11.6 NMAC, xx/xx/2014]

6.50.11.7 **DEFINITIONS:** [RESERVED]

6.50.11.8 SAVINGS PROVISION (GRANDFATHER CLAUSE): To the extent the adoption of Title 6, Chapter 50 purports to withdraw employee benefits coverage from any individual, group or class of persons currently receiving coverage from the authority, the authority intends by this savings clause (grandfather clause) to allow the authority to continue to provide such coverage to the individual, group or class of persons until the

coverage lapses or is dropped.
[6.50.11.8 NMAC-Rp, 6.50.11.8 NMAC, xx/xx/2014]

History OF 6.50.11 NMAC:

Pre-NMAC History: The material in this part was derived from that previously filed with the State Records Center and Archives under:

NMPSIA 86-208, Employee Benefit Savings Provision, filed 10/31/86. NMPSIA Rule 93-14, Employee Benefit Savings Provision, filed 3/22/93.

History of Repealed Material:

6 NMAC 50-11, Employee Benefit Savings Provision, filed 10/1/97-Repealed effective xx/xx/2014.

TITLE 6 PRIMARY AND SECONDARY EDUCATION

CHAPTER 50 INSURANCE

PART 12 LOSS PREVENTION MANAGEMENT SYSTEM

6.50.12.1 ISSUING AGENCY: New Mexico Public School Insurance Authority.

[6.50.12.1 NMAC-Rp, 6 50.12.1 NMAC, xx/xx/2014]

[The address of the New Mexico Public School Insurance Authority is 410 Old Taos Highway, Santa Fe, New Mexico 87501.]

- 6.50.12.2 SCOPE: This part applies to all school districts, charter schools, other educational entities and persons or entities authorized to participate in the authority's coverage on matters involving risk-related coverages. [6.50.12.2 NMAC-Rp, 6 50.12.2 NMAC, xx/xx/2014]
- 6.50.12.3 STATUTORY AUTHORITY: Subsection D of Section 22-29-7, NMSA 1978, directs the authority to promulgate necessary rules, regulations and procedures for the implementation of the New Mexico Public School Insurance Authority Act, Section 22-29-1 et seq., NMSA 1978. [6.50.12.3 NMAC-Rp, 6 50.12.3 NMAC, xx/xx/2014]
- 6.50.12.4 DURATION: Permanent.

[6.50.12.4 NMAC-Rp, 6 50.12.4 NMAC, xx/xx/2014]

6.50.12.5 EFFECTIVE DATE: \_\_\_\_\_unless a later date is cited at the end of a section. [6.50.12.5 NMAC-Rp, 6 50.12.5 NMAC, xx/xx/2014]

6.50.12.6 OBJECTIVE: The objective of this part is to establish a loss control and a loss prevention management system for the purpose of reducing claims and costs.

[6.50.12.6 NMAC-Rp, 6 50.12.6 NMAC, xx/xx/2014]

6.50.12.7 **DEFINITIONS:** [RESERVED]

### 6.50.12.8 LOSS PREVENTION PROGRAM:

A. The loss prevention program is hereby created to provide a mechanism for the identification and abatement of hazards relating to all lines of coverage provided by the authority.

- B. The loss prevention program is a service provided to the member school districts, charter schools and other educational entities in order to protect the insurance fund and its members from claims that could otherwise be prevented. The authority, through the program, provides recommendations for compliance to the members. It is the responsibility of the members to implement the recommendations for abatement.
  - All visits or inspections shall be performed by the loss prevention representative (LPR).
- D. The LPR shall conduct evaluations of members. These evaluations shall include, but are not limited to:
  - (1) physical inspection of any or all of the members' structures, facilities, vehicles or equipment;
  - (2) review of the members' policies and procedures;

- (3) observation of the members' scholastic and non-scholastic activities and operations; and
- (4) interviews with members' administration, teachers, maintenance and other support personnel.

  E. Within 25 working days following the LPR's completion of the onsite evaluation of a member, the LPR shall submit recommendations to the member for corrective action to eliminate the hazards or exposures observed.
- F. Members shall have 20 working days from receipt of the LPR's report to reply to the LPR outlining their timetable for the implementation of recommendations, except for critical or imminent hazards as explained in Subsections G and H, below. If the hazard is not critical or imminent, upon request by the member, the LPR may grant additional time up to no more than 60 working days from receipt of the LPR's report for the member to reply.
- G. Critical hazards are those hazards which have an above average potential for immediate occurrence, but are not immediately life threatening.
- (1) The members shall have 10 working days from the receipt of the LPR's report to provide an implementation schedule of recommendations identified by the LPR as representing critical hazards.
- (2) The LPR shall make a request to the loss prevention review board (LPRB) that any operation involving the critical hazard be suspended if:
  - (a) the member fails to submit a report within 10 working days;
  - (b) the member refuses to provide a report within 10 working days; or
- (c) the member does not satisfactorily fix the hazard within the time provided in the implementation schedule agreed upon or ordered.
- H. Imminent hazards are those hazards which require suspension of activities or operations so as to avoid the threat of an occurrence which could reasonably be expected to cause death or serious physical harm before the danger can be eliminated through the recommended abatement.
- (1) The LPR shall convey any recommendation involving an imminent hazard immediately to the highest available member official.
- (2) The LPR shall require that any operations involving an imminent hazard be suspended pending implementation of the applicable recommendations.
- (3) A notification of the imminent hazard, its accompanying recommendations, and any other verbal request made by the LPR to the member shall be conveyed in writing to the executive director, LPRB, and the member within 72 hours.
- (4) The member shall have 72 hours from the receipt of the notice of an imminent hazard to respond to the LPR's recommendation and set forth a plan satisfactory to the LPR to immediately abate the imminent hazard.
- (5) The LPR shall make a presentation to the chairperson of the LPRB and the executive director of the authority recommending that insurance coverage provided to the specific operation of the member be suspended if the member refuses or fails to submit a report within 72 hours regarding the immediate implementation of the LPR's recommendation for abatement of the imminent hazard.
- (6) The executive director and the chairman of the LPRB shall consider the recommendation of the LPR and determine if the insurance coverage should be suspended pending a hearing before the LPRB under 6.50.12.11 NMAC.
- I. The LPR shall physically reinspect the hazard or exposure to ensure adequate abatement compliance.
- J. The LPR shall provide loss prevention resource materials and activities where needed. These materials and activities shall include, but are not limited to:
- assisting members in the development of a member safety program when size and particular member activities warrant.
- (2) providing sources for the procurement of safety related literature, materials or services.
  [6.50.12.8 NMAC-Rp, 6 50.12.8 NMAC, xx/xx/2014]

### 6.50.12.9 LOSS PREVENTION REVIEW BOARD:

- A. The LPRB is hereby created to provide a mechanism for the review of loss prevention activities within the authority's jurisdiction. The LPRB is appointed by the board and, except as provided in Subsection B of this section, its membership shall be made up of the risk advisory committee.
- B. In the event an LPRB is appointed in place of the risk advisory committee, it shall consist of five members, four of whom are appointed by the president of the authority board with the board's advice and consent. The risk advisory committee chairman shall be the fifth member of the LPRB and shall serve as the LPRB chairman.
  - C. The LPRB shall meet as required and as scheduled from time to time.

D. Special meetings may be called by the LPRB chairman, if he determines the need for a special meeting is justified, upon the request of any LPRB or authority board member, any chief executive officer of any member, or the LPR.

E. Notice of special meetings of the LPRB shall be sent to all LPRB members, the individual

requesting the special meeting, and the LPR.

F. The notice required in E above shall indicate the date, time and place of the special meeting. It shall also clearly set forth the purpose for which the meeting is being called, said purpose being the only matter the LPRB may consider and act upon at the special meeting.

[6.50.12.9 NMAC-Rp, 6 50.12.9 NMAC, xx/xx/2014]

### 6.50.12.10 LOSS PREVENTION REVIEW BOARD DUTIES:

A. The LPRB shall consider and act upon:

(1) requests by the LPR that a member be required to implement a specific recommendation;

(2) requests by a member that a recommendation by the LPR be vacated;

- (3) any other matter with regard to the enforcement of the authority's loss prevention management system not specifically covered in this part.
- B. The LPRB shall recommend to the authority board claims management and claims adjusting procedures as they relate to abatement recommendations. Such procedures shall address documentation and management of claims files.

[6.50.12.10 NMAC-Rp, 6 50.12.10 NMAC, xx/xx/2014]

## 6.50.12.11 LOSS PREVENTION REVIEW BOARD PROCEEDINGS: When considering a request as specified above, the LPRB chairman shall:

- A. provide notification to all LPRB members, the LPR, and the affected member;
- B. conduct the meeting allowing the LPR and the member representative the opportunity to present arguments and justifications for their respective requests, and permit members of the LPRB to ask questions of either party;

C. issue the decision of the LPRB within five days and:

- (1) if the decision of the LPRB is in agreement with the member, the LPR's recommendation shall be vacated:
- (2) if the decision of the LPRB is in agreement with the LPR, the recommendation shall be affirmed and the member directed to implement the recommendation;
- (3) if the affirmed recommendation is not implemented as specified by the member, the LPR shall refer the matter to the authority board for action.
  [6.50.12.11 NMAC-Rp, 6 50.12.11 NMAC, xx/xx/2014]
- 6.50.12.12 ENFORCEMENT: The responsibility for enforcement of LPRB decisions shall be vested in the authority board which may act as it sees fit to protect the integrity of the authority. These actions may include, but are not limited to issuing a notice of no coverage to the participating member. This notice shall state the specific circumstances for which coverage shall not be in effect, the reason for issuing the notice that no coverage is in effect and the date and time of inception of the no coverage notice. The notice of no coverage shall not affect any other area of coverage for the member. It shall only affect those specific circumstances stated in the notice of no coverage. Upon verification by the LPR to the authority board in writing that a hazard giving rise to a notice of no coverage has been abated, the authority board shall cancel the notice of no coverage.

  [6.50.12.12 NMAC-Rp, 6 50.12.12 NMAC, xx/xx/2014]
- 6.50.12.13 PROCEDURE FOR APPEAL OF AGENCY DECISIONS UNDER THIS PART: An aggrieved member may appeal any final determination of the authority under this part by following the procedures specified in 6.50.16 NMAC, Administrative Appeal of Authority Coverage Determinations. Review of any final decision or order of the authority under this part can only be sought as provided by 6.50.16 NMAC, by statute or by rules promulgated by the supreme court for appeal of state agency decisions.

  [6.50.12.13 NMAC-Rp, 6 50.12.13 NMAC, xx/xx/2014]

### HISTORY of 6.50.12 NMAC:

Pre-NMAC History: The material in this part was derived from that previously filed with the State Records Center and Archives under:

6,50.1 NMAC 35

NMPSIA 86-2, Definitions, filed 10-31-86; NMPSIA 88-2, Definitions, filed 11-04-88; NMPSIA Rule 93-1, Definitions, filed 03-22-93; NMPSIA 93-15, Loss Prevention Management System, filed 03-22-93.

History of the Repealed Material:

6.50.12 NMAC, Loss Prevention Management System, filed 6/27/2000-Repealed effective xx/xx/2014.

TITLE 6 PRIMARY AND SECONDARY EDUCATION

CHAPTER 50 INSURANCE

PART 13 CLAIMS SETTLEMENT POLICY

6.50.13.1 ISSUING AGENCY: New Mexico Public School Insurance Authority.

[6.50.13.1 NMAC-Rp, 6 50.13.1 NMAC, xx/xx/2014]

[The address of the New Mexico Public School Insurance Authority is 410 Old Taos Highway, Santa Fe, New Mexico 87501.]

6.50.13.2 SCOPE: This part applies to all school districts, charter schools, other educational entities and persons or entities authorized to participate in the authority's risk-related coverages.

[6.50.13.2 NMAC-Rp, 6 50.13.2 NMAC, xx/xx/2014]

6.50.13.3 STATUTORY AUTHORITY: Subsection D of Section 22-29-7, NMSA 1978, directs the authority to promulgate necessary rules, regulations and procedures for the implementation of the New Mexico Public School Insurance Authority Act, Section 22-29-1 et seq., NMSA 1978.

[6.50.13.3 NMAC-Rp, 6 50.13.3 NMAC, xx/xx/2014]

6.50.13.4 **DURATION:** Permanent. [6.50.13.4 NMAC-Rp, 6 50.13.4 NMAC, xx/xx/2014]

6.50.13.5 EFFECTIVE DATE: \_\_\_\_\_\_, unless a later date is cited at the end of a section. [6.50.13.5 NMAC-Rp, 6 50.13.5 NMAC, xx/xx/2014]

**6.50.13.6 OBJECTIVE:** The objective of this part is to establish a policy for settling claims against authority insureds.

[6.50.13.6 NMAC-Rp, 6 50.13.6 NMAC, xx/xx/2014]

6.50.13.7 **DEFINITIONS:** [RESERVED]

6.50.13.8 SETTLEMENT POLICIES: The authority retains the right at its sole discretion to decide the terms and conditions of settlement of any claim against any authority insured. The authority will not settle a claim against an authority insured for an amount in excess of \$25,000 without first notifying the insured of the proposed settlement and the rationale supporting the proposed settlement. After the authority has notified an insured of a proposed settlement, the authority retains the power to proceed to settle the claim as the authority deems in the best interest of the authority. Should the insured object to the proposed settlement by the authority, the insured shall (if the proposed settlement is a payment of money damages) be offered a payment in an amount equal to the money damages proposed to be paid by the authority under the settlement. The offer to the insured shall be made on condition that the insured release the authority from any further liability on the claim. If the insured accepts the offer, the authority will not consummate the proposed settlement with the claimant. The insured shall then be responsible for defense and settlement or payment of any judgment with regard to the claim and the authority on payment of the settlement amount to the insured shall be released by the insured from all further responsibility for the claim.

[6.50.13.8 NMAC-Rp, 6 50.13.8 NMAC, xx/xx/2014]

#### **HISTORY OF 6.50.13 NMAC:**

Pre-NMAC History: The material in this part was derived from that previously filed with the State Records Center

and Archives under:

NMPSIA Rule 93-16, Claims Settlement Policy, filed 3/22/93.

History of Repealed Material:

6 NMAC 50.13, Claims Settlement Policy, filed 10/1/97-Repealed effective xx/xx/2014.

TITLE 6 PRIMARY AND SECONDARY EDUCATION

CHAPTER 50 INSURANCE

PART 14 PARTICIPATING ENTITY WORKERS' COMPENSATION POLICY STATEMENT

6.50.14.1 ISSUING AGENCY: New Mexico Public School Insurance Authority.

[6.50.14.1 NMAC-Rp, 6.50.14.1 NMAC, xx/xx/2014]

[The address of the New Mexico Public School Insurance Authority is 410 Old Taos Highway, Santa Fe, New Mexico 87501.]

- 6.50.14.2 SCOPE: This part applies to all school districts, charter schools and other educational entities authorized to participate in the authority's workers compensation program.

  [6.50.14.2 NMAC-Rp, 6.50.14.2 NMAC, xx/xx/2014]
- 6.50.14.3 STATUTORY AUTHORITY: Subsection D of Section 22-29-7, NMSA 1978, directs the authority to promulgate necessary rules, regulations and procedures for the implementation of the New Mexico Public School Insurance Authority Act, Section 22-29-1 et seq., NMSA 1978.

  [6.50.14.3 NMAC-Rp, 6.50.14.3 NMAC, xx/xx/2014]

6.50.14.4 DURATION: Permanent. [6.50.14.4 NMAC-Rp, 6.50.14.4 NMAC, xx/xx/2014]

6.50.14.5 EFFECTIVE DATE: \_\_\_\_\_, unless a later date is cited at the end of a section. [6.50.14.5 NMAC-Rp, 6.50.14.5 NMAC, xx/xx/2014]

6.50.14.6 OBJECTIVE: The objective of this part is to direct school districts, charter schools and other educational entities to adopt a policy in order to establish the particular entity's procedure for the selection of health care providers, for use of sick leave and for payment of insurance premiums when a worker has filed a workers' compensation claim.

[6.50.14.6 NMAC-Rp, 6.50.14.6 NMAC, xx/xx/2014]

6.50.14.7 **DEFINITIONS:** [RESERVED]

- 6.50.14.8 WORKERS' COMPENSATION CLAIM POLICY: All school districts, charter schools, other educational entities and any other entities participating in the authority's workers' compensation coverages shall adopt a workers' compensation claim policy for its employees substantially in the form as set forth in Subsections A through I of 6.50.14.9 NMAC, selecting one of two options available for the selection of health care providers, for use of sick leave and for payment of insurance premiums while an employee is disabled from work. The form policy is also downloadable from the authority's website at: <a href="https://nmpsia.com">https://nmpsia.com</a> and will be updated from time to time. [6.50.14.8 NMAC-Rp, 6.50.14.8 NMAC, xx/xx/2014]
- 6.50.14.9 WORKERS' COMPENSATION FORM POLICY FOR SCHOOL DISTRICTS, CHARTER SCHOOLS, OTHER EDUCATIONAL ENTITIES AND OTHER ENTITIES PARTICIPATING IN AUTHORITY WORKERS COMPENSATION INSURANCE PROGRAM: All entities participating in the authority workers' compensation coverage shall adopt a policy substantially in the following form, selecting one of two options available for the selection of health care providers, for use of sick leave and for payment of insurance premiums while an employee is disabled from work.
  - A. Workers' compensation eligibility. In accordance with applicable workers' compensation

statutes, all employees of (insert name of participating entity) who have a work-related injury are eligible for coverage.

B. Reporting accidents. An injured worker must report all work-related accidents or injurys immediately to his immediate supervisor by completing and submitting the notice of accident form, whether or not medical care is needed. The worker's supervisor must then complete the supervisor's accident investigation report form. Both documents must be submitted to the employer's designated workers' compensation administrator within 24 hours from the time the supervisor is informed of the accident. The workers' compensation administrator then must complete the employer's first report of accident form and forward all three forms to the third party administrator within 72 hours from the employer's first knowledge of the accident. The forms are available to download on the authority's website at: https://nmpsia.com.

C. Emergency medical treatment. When an injury or illness is life threatening in nature, the injured worker shall seek emergency treatment at the nearest emergency facility or by calling 911. After the emergency has abated, the injured worker will notify the employer in writing of the work related injury and present any disability or return to work notices.

D. Selection of health care provider policy options.

- (1) Each employer shall determine as a matter of policy whether it elects to initially select the heath care provider or whether the injured worker is permitted to make the initial selection. Each employer shall also provide at the time of hiring or during employee orientation the following information in writing:
- (a) Option 1 for selection of health care provider: (name of participating entity) elects to have injured workers treated at (insert name and location of facility); or
- (b) Option 2 for selection of health care provider: (name of participating entity) permits the injured worker to initially select the health care provided as provided by Section 52-1-49(B), NMSA 1978.
- (2) Upon notice of an accident or injury, the employer shall notify the injured worker in writing whether the employer's policy directs that medical care shall be provided by health care provider selected by the employer or whether the policy permits the worker to initially select the health care provider. The party who did not select the initial health care provider has the right to change to a different health care provider 60 days from the date the worker receives treatment from the selected provider.

E. Workers' compensation benefits.

- Medical benefits include all medical, surgical, and drug expenses that are reasonable, necessary and related to the work injury.
- (2) Lost wage benefits are payments to a worker who is disabled from work in the opinion of an authorized health care provider and cannot earn wages. Lost wage benefits are based on a portion of his average weekly wage up to a maximum limit set by the Workers' Compensation Act, Sections 52-1-1 et seq., NMSA 1978. The first 7 days (consecutive or non-consecutive) is the statutory waiting period when no disability benefits are paid.
- F. Sick leave and insurance premium payment options. Each employer shall determine as a matter of policy whether it elects to allow an injured worker to use paid time off during the initial 7 days of the statutory waiting period and how his insurance premiums will be paid while he is disabled. There are only two options as follows:

(1) Employer Option #1:

- (a) Use of sick leave: The initial 7 day period that a worker is absent due to a work related occurrence is the statutory waiting period in which no lost wage benefits are paid under the workers' compensation claim. The initial 7 day period can be consecutive or non-consecutive days and must be charged to paid time off. If the worker continues to be disabled after the 7 day waiting period, he will be entitled to lost wage benefits equal to 66 2/3% of his average weekly wage up to the statutory maximum allowed at the time of his injury. The worker is not permitted to use paid time off leave after the 7 day waiting period. If the disability persists past 28 days, the worker will then be paid the lost wage benefits for the initial 7 day waiting period and the worker is required to reimburse their paid time off bank;
- (b) Payment of Insurance premiums: When an absence is due to a work related occurrence, the worker does not receive wages from the employer. During the period of disability, the worker shall pay his portion of any insurance premiums for employer provided insurance directly to the employer. The employer will continue payment of its matching portion of the insurance premiums until the employer returns to work from the qualifying disability, through the end of the current fiscal year or for as long as the worker continues to pay his portion of the premiums, whichever occurs first.

(2) Employer Option #2:

(a) Use of sick leave: The initial 7 day period that a worker is absent due to a work related occurrence is the statutory waiting period in which no lost wage benefits are paid under the workers' compensation

claim. The initial 7 day period can be consecutive or non-consecutive days and must be charged to paid time off. If the worker continues to be disabled after the 7 day waiting period, he will be entitled to lost wage benefits equal to 66 2/3% of his average weekly wage up to the statutory maximum allowed at the time of his injury. In order to allow the worker to maintain other employment benefits such as 401(k) contributions and health insurance premiums for family members and dependents, the worker is permitted to use paid time off leave in addition to workers' compensation benefits to equate to 100% of the worker's gross wage. The worker will not be paid in excess of 100% of his gross wages when both paid time off leave and compensation benefits are combined. The worker will not be entitled to any advancement of additional paid time off that the worker might potentially accrue during the balance of the fiscal year. If the disability persists past 28 days, the worker will then be paid the lost wage benefits for the initial 7 day waiting period and the worker is required notify the employer in writing for proper reimbursement their paid time off bank;

(b) Payment of Insurance premiums: When an absence is due to a work related occurrence, the worker does not receive wages from the employer. During the period of disability, the worker shall pay his portion of any insurance premiums for employer provided insurance directly to the employer or if the worker uses paid time off leave, the worker's portion of the insurance premiums will continue to be deducted from the checks issued by the employer. The employer will continue payment of its matching portion of the insurance premiums until the employer returns to work from the qualifying disability, through the end of the current fiscal year or for as long as the worker continues to pay his portion of the premiums, whichever occurs first.

G. Family medical leave act. Family medical leave act benefits will run concurrently with the worker's time off for a work related injury.

H. Returning to work. Employees returning to work from a work related disability shall:

(1) submit a written medical statement from the treating physician to the workers' compensation administrator that they are physically able to return to perform the essential job functions of the original position; and

- (2) if physically unable to return to performance of the essential job functions of the original position, the worker shall submit a written medical statement from the treating physician for review by his supervisor, human resources and the workers' compensation administrator detailing which specific functions of the original position that he is physically able to perform and which he cannot; such written medical statement shall specify the employee's physical capacity in the terms outlined in Section 52-1-26.4, NMSA 1978; within five days of receiving this written notification, the employer shall advise the worker in writing of the availability of accommodating work and the start date on which the employee is expected to fill the accommodating position.
- (3) If physically unable to perform even marginal job duties, the worker shall submit a written medical statement from the treating physician to the workers' compensation administrator to that effect for review by his supervisor, human resources and the workers' compensation administrator; and

(4) present himself for work within 1 working day after being released to return to work by his treating physician or of being notified of accommodating work by the employer.

- I. Workers' compensation assessment fee. Workers covered by workers' compensation under the New Mexico Workers' Compensation Act, Sections 52-1-1 et seq., NMSA 1978 are required to pay a quarterly fee. The worker's contribution is taken as a quarterly payroll deduction.

  [6.50.14.9 NMAC-Rp, 6.50.14.9 NMAC, xx/xx/2014]
- 6.50.14.10 CONFLICT WITH STATUTE: In the event of a conflict between this part and the Workers' Compensation Act, Sections 52-1-1 et seq., NMSA 1978, the provisions of the act shall prevail. [6.50.14.10 NMAC-Rp, 6.50.14.10 NMAC, xx/xx/2014]
- 6.50.14.11 CLAIMS DETERMINATION: No school district, charter school or educational entity has the authority to accept or acknowledge liability for any workers' compensation claim. There is no liability for a workers' compensation claim until liability is acknowledged in writing by an authorized employee of the authority's third party administrator.

  [6.50.14.11 NMAC-Rp, 6.50.14.11 NMAC, xx/xx/2014]

6.50.14.12 WORKERS' COMPENSATION IS THE EXCLUSIVE REMEDY: In any case where an insured under the authority's workers' compensation program is eligible to receive workers' compensation benefits for an injury, the exclusive remedy for such injury is workers' compensation benefits. Such injured insured shall have no claim for additional benefits under either the authority benefits or risk programs, including but not limited to underinsured, uninsured and unknown motorist coverages. Provided, however, this does not prohibit an insured from

claiming benefits (in addition to workers' compensation) if provided under a short or long-term disability policy, life insurance policy or medical benefits policy (so long as an insured is limited to one recovery for medical expenses). [6.50.14.2 NMAC-Rp, 6.50.14.2 NMAC, xx/xx/2014]

### **HISTORY OF 6.50.14 NMAC:**

Pre-NMAC History: The material in this part was derived from that previously filed with the State Records Center and Archives under:

NMPSIA Rule 93-17, Participating Entity Workers' Compensation Policy, filed 3/22/93. NMPSIA Rule 93-18, Workers' Compensation is the Exclusive Remedy, filed 3/22/93.

History of Repealed Material:

6 NMAC 50.14, Participating Workers' Compensation Policy, filed 10/1/97-Repealed effective xx/xx/2014.

TITLE 6 PRIMARY AND SECONDARY EDUCATION

**CHAPTER 50 INSURANCE** 

PART 15 INSURANCE FRAUD

6.50,15.1 ISSUING AGENCY: New Mexico Public School Insurance Authority.

[6.50.15.1 NMAC-Rp, 6.50.15.1 NMAC, xx/xx/2014]

[The address of the New Mexico Public School Insurance Authority is 410 Old Taos Highway, Santa Fe, New Mexico 87501.]

**6.50.15.2** SCOPE: This part applies to all school districts, charter schools, other educational entities, eligible employees, eligible retired employees, eligible dependents, eligible participating entity governing body members and persons or entities authorized to participate in the authority's employee benefits, risk-related and due process reimbursement coverages.

[6.50.15.2 NMAC-Rp, 6.50.15.2 NMAC, xx/xx/2014]

6.50.15.3 STATUTORY AUTHORITY: Subsection D of Section 22-29-7, NMSA 1978, directs the authority to promulgate necessary rules, regulations and procedures for the implementation of the New Mexico Public School Insurance Authority Act, Section 22-29-1 et seq., NMSA 1978.

[6.50.15.3 NMAC-Rp, 6.50.15.3 NMAC, xx/xx/2014]

6.50.15.4 DURATION: Permanent.

[6.50.15.4 NMAC-Rp, 6.50.15.4 NMAC, xx/xx/2014]

6.50.15.5 EFFECTIVE DATE: unless a later date is cited at the end of a section. [6.50.15.5 NMAC-Rp, 6.50.15.5 NMAC, xx/xx/2014]

6.50.15.6 OBJECTIVE: The objective of this part is to establish appropriate penalties for insurance fraud in order to deter fraudulent conduct and thus minimize unnecessary expense to the authority and its participating members.

[6.50.15.6 NMAC-Rp, 6.50.15.6 NMAC, xx/xx/2014]

6.50.15.7 **DEFINITIONS:** [RESERVED]

6.50.15.8 INSURANCE FRAUD:

A. Forfeiture of rights to coverage and benefits. Anyone who knowingly or willfully:

(1) makes any false or fraudulent statement or representation as to any material fact in or with reference to any application for insurance or other coverage; or

(2) for the purpose of obtaining any money or benefit, presents or causes to be presented a false or fraudulent claim, or any proof in support of such a claim for payment of loss under a policy; or

(3) prepares, makes or subscribes to a false or fraudulent account, certificate, affidavit or proof of loss, or other document, with intent that the same may be presented or used in support of such a claim; or

(4) makes any false or fraudulent statements or representations on or relative to any application for a policy, for the purpose of obtaining any benefit

shall forfeit all employee and dependent rights to coverage or benefits.

B. Termination of coverage: In the event an official or employee of a participating school district, charter school or other educational entity knowingly or willfully engages in any of the actions listed in Subsection A of 6.50.15.8 NMAC, the employer shall take the appropriate disciplinary action against the offending official or employee. If such appropriate disciplinary action is not taken, the authority reserves the right to terminate coverage for the participating school district, charter school or other educational entity.

[6.50.15.8 NMAC-Rp, 6.50.15.8 NMAC, xx/xx/2014]

History of 6.50.15 NMAC

History of Repealed Material: [RESERVED]

6 NMAC 50.15, Insurance Fraud, filed 10/1/97-Repealed effective xx/xx/2014.

TITLE 6 PRIMARY AND SECONDARY EDUCATION

CHAPTER 50 INSURANCE

PART 16 ADMINISTRATIVE APPEAL OF AUTHORITY COVERAGE DETERMINATIONS

6.50.16.1 ISSUING AGENCY: New Mexico Public School Insurance Authority.

[6.50.16.1 NMAC-Rp, 6.50.16.1 NMAC, xx/xx/2014]

[The address of the New Mexico Public School Insurance Authority is 410 Old Taos Highway, Santa Fe, New Mexico 87501.]

6.50.16.2 SCOPE: This part applies to all appeals of authority coverage determinations by school districts, charter schools, other educational entities, eligible employees, eligible retired employees, eligible dependents, eligible participating entity governing body members and persons or entities authorized to participate in the authority's programs.

[6.50.16.2 NMAC-Rp, 6.50.16.2 NMAC, xx/xx/2014]

6.50.16.3 STATUTORY AUTHORITY: Subsection D of Section 22-29-7, NMSA 1978, directs the authority to promulgate necessary rules, regulations and procedures for the implementation of the New Mexico Public School Insurance Authority Act, Section 22-29-1 et seq., NMSA 1978.

[6.50.16.3 NMAC-Rp, 6.50.16.3 NMAC, xx/xx/2014]

6.50.16.4 DURATION: Permanent.

[6.50.16.4 NMAC-Rp, 6.50.16.4 NMAC, xx/xx/2014]

6.50.16.5 EFFECTIVE DATE: unless a later date is cited at the end of a section. [6.50.16.5 NMAC-Rp, 6.50.16.5 NMAC, xx/xx/2014]

6.50.16.6 OBJECTIVE: The objective of this rule is to clarify the relationship between the authority and its members and to establish a fair and uniform procedure for school districts, charter schools, other educational entities, eligible employees, eligible retired employees, eligible dependents, eligible participating entity governing body members and persons or entities authorized to participate in the authority's programs to appeal authority coverage determinations.

[6.50.16.6 NMAC-Rp, 6.50.16.6 NMAC, xx/xx/2014]

6.50.16.7 • DEFINITIONS: As used in this rule:

A. "authority" means the New Mexico public school insurance authority or its authorized representatives;

B. "authority board" or "board" means the board of directors of the New Mexico public school insurance authority;

C. "appellant" means any party who complains that a coverage determination may be in violation of any law, rule, regulation, or order administered or promulgated by the authority and who initiates a proceeding under this rule by filing a petition for review with the authority;

D. "coverage determination" and "determination" mean any decision, order or disposition by the authority denying coverage, limiting the scope of coverage or limiting the amount of payment of a claim of a member or employee, except for workman's compensation claims;

E. "document" means, except as otherwise used in the provisions of this rule governing discovery, any written submission in a formal proceeding which is not a pleading or which is required to be filed by authority rule or order outside a formal pleading; this includes items such as reports, exhibits, and studies; at the option of the party or staff making a filing, any document may additionally be presented in a form the hearing officer so orders;

- F. "employee" means a person employed by a member school district, charter school or other educational entity, or an employee's representatives in the event of legal incapacity, and includes volunteers or officials entitled to authority liability coverage pursuant to the Tort Claims Act, Subsection F of Section 41-4-3, NMSA 1978;
- G. "final coverage determination by the authority" with respect to a member means a coverage letter from the authority's contracted general counsel or contracted claims adjuster or with respect to an employee means a coverage letter from the authority's contracted third party benefits administrator or authorized authority staff member;
- H. "hearing" means any proceeding that is noticed for "hearing" by the authority or hearing officer and shall include an opportunity for the parties to present such evidence, argument, or other appropriate matters as the presiding officer shall deem relevant and material to the issues; hearings may be conducted by telephone conference call at the discretion of the presiding officer;
- I. "hearing officer" means a person appointed by the authority as a hearing examiner, who is designated by the authority to conduct any hearing or investigation which the authority is authorized to conduct, to take testimony in respect to the subject under investigation, report such testimony and provide to the authority a proposed decision with regard to the issues;
- J. "member school districts, charter schools and other participating entities" herein referred to collectively as "members" means all public school districts and charter schools mandated by the act to be members of the authority and all other educational entities voluntarily participating in the authority;
- K. "party" means any person or entity that initiates or responds to an authority proceeding by filing a petition for review with the authority and includes the authority; unless the context indicates otherwise, the term "party" may also refer to counsel of record for the party.

  [6.50.16.7 NMAC-Rp, 6.50.16.7 NMAC, xx/xx/2014]
- 6.50.16.8 RELATIONSHIP BETWEEN THE AUTHORITY, ITS MEMBERS AND COVERED EMPLOYEES: These findings and policy considerations guide the authority in adopting the following regulations and providing a procedure for administrative appeal of authority coverage determinations:
- A. The authority is an agency of the state of New Mexico and is endowed only with those powers and duties stated in the New Mexico Public School Insurance Authority Act, Section 22-29-1 et seq., NMSA 1978 ("act"). The relationship between the authority and its members or employees, and any coverage provided by the authority to them, is defined and constrained by the act and by authority rules, regulations and procedures lawfully promulgated under the act.
- B. The members of the authority participate pursuant to Section 22-29-9, NMSA 1978 of the act, which provides that school districts and charter schools shall participate in the authority unless they are granted a waiver of participation pursuant to the procedures provided in that section of the act. Section 22-2-9, NMSA 1978 also provides that other educational entities may participate in the authority.
- C. The act does not empower the authority to contract with its members or employees. There is no relationship between the authority and its members or employees based upon or arising out of any contract between the authority and its members or employees.
- D. The insurance protection provided by the authority to its members is provided either by insurance policies contracted through private insurers or through the statutory self-insurance program administered by the authority.
- E. For the benefit of the authority and its members and their employees, the following regulations provide a formal procedure for members and employees to appeal authority coverage determinations. Therefore, the following procedures for appeal from any coverage determination or ruling of the authority are provided as the exclusive remedy for any person or entity challenging a coverage determination of the authority.

  [6.50.16.8 NMAC-Rp, 6.50.16.8 NMAC, xx/xx/2014]

### 6.50.16.9 PROCEDURE FOR APPEAL OF A FINAL COVERAGE DETERMINATION OF THE

AUTHORITY: An aggrieved member or employee may appeal any final coverage determination of the authority by following the procedures specified herein. Review of any final decision or order of the authority can only be sought as provided by statute or by rules promulgated by the supreme court for appeal of state agency decisions. [6.50.16.9 NMAC-Rp, 6.50.16.9 NMAC, xx/xx/2014]

6.50.16.10 PETITION FOR REVIEW: Every appeal of a coverage determination of the authority shall be initiated by mailing a petition for review, within 30 days of the mailing date of the determination, to the executive director of the New Mexico Public School Insurance authority by certified mail.

A. A petition for review must specify and include:

(1) the name of the employee or member appealing, and, for institutional parties, the name, position, address and phone number of a person who will be responsible for receiving communications from the authority;

(2) a full description of the coverage determination being appealed, including the date of the determination and, specifically, the substance of the determination that is being appealed;

(3) a short, concise statement of the grounds for the appeal;

(4) if the authority determination is in a writing, a copy of the writing must be attached to the notice;

(5) copies of all documents, photographs or other tangible evidence that appellant contends provides support for appellant's position; and

(6) a memorandum stating the complete argument for overturning the determination of the authority, including a statement of relevant facts, an outline of controlling law, and the appellant's argument.

B. An extension of up to 14 days to provide the items specified in Paragraphs (5) and (6) of Subsection A of 6.50.16.10 may be granted at the discretion of the authority upon written request of the appellant. [6.50.16.10 NMAC-Rp, 6.50.16.10 NMAC, xx/xx/2014]

### 6.50.16.11 FINAL DECISION OF THE AUTHORITY BASED ON PETITION FOR REVIEW;

- A. Within 30 days following receipt of the completed petition for review, including all supporting documents, the board shall either:
- (1) issue a final decision vacating or modifying the coverage determination of the authority consistent with appellant's argument; or

(2) issue a notice of hearing setting, such hearing to be held no less than 30 days and no more than 45 days after the date the notice of setting is mailed to appellant.

B. Either the final decision in conformity with appellant's argument or the notice of hearing setting shall be mailed to appellant by first-class mail. A notice of hearing setting shall specify the date, time, location and subject matter of the hearing.

[6.50.16.11 NMAC-Rp, 6.50.16.11 NMAC, xx/xx/2014]

6.50.16.12 SETTLEMENT OF APPEAL: The appellant and the authority may, at any time, either prior to or during a proceeding under this rule, informally settle a dispute by the consent of the parties.

[6.50.16.12 NMAC-Rp, 6.50.16.12 NMAC, xx/xx/2014]

### 6.50.16.13 PRE-HEARING PROCEDURE:

- A. Hearing officer. The board shall appoint a hearing officer for an appeal within 7 days after mailing the notice of setting. The board shall provide appropriate clerical support and space for any hearings conducted. Venue for any hearings shall be Santa Fe county unless the hearing officer in view of convenience to parties and witnesses orders that another location is more appropriate. The hearing officer shall oversee all proceedings after the hearing is set. The hearing officer will also provide written findings of fact and a disposition recommendation to the board within 14 days after completion of a hearing. The board shall make a final decision, after review of the recommendations of the hearing officer, and mail a notice of final decision to appellant within 30 days of receipt of the hearing officer's recommendations.
  - B. Representation of parties:

(1) The authority shall be represented in proceedings under this rule by its general counsel or a staff member of the authority appointed by the executive director for this purpose.

(2) The appellant may appear pro se, if appellant is an individual, or by an administrator of an institutional appellant who has been appointed for that purpose by the governing body of the institution. Any appellant may be represented by legal counsel licensed to practice law in the state of New Mexico.

C. Production of authority documents:

(1) Should a hearing be set by the board, the authority shall make available for copying and

inspection all documents that the authority determines to be relevant to the initial determination being appealed within seven days of the date the hearing setting is issued. "Relevance," in this context is to be construed liberally in favor of production.

(2) Documents may be withheld or redacted by the authority only when the relevant material is protected from disclosure or otherwise privileged under New Mexico law. In the interest of complete disclosure, redaction shall be favored over withholding the document.

(3) Should any documents be withheld pursuant to New Mexico law, a list or privilege log generally identifying each document, its contents and the claimed privilege shall be provided to the appellant at the time of production.

(4) Documents produced shall be made available for inspection and copying at the offices of the authority.

D. Production of appellant or other party documents: The hearing officer for good cause shown may order inspection, production and copying of documents deemed relevant that are in the possession, custody or control of the appellant member, employee or other party.

E. Authority, appellant, member and employee arguments: At least 14 days before the date set for the hearing, all parties shall file simultaneously memorandums stating their complete arguments for or against the authority determination, including a statement of relevant facts, an outline of controlling law and the relief requested. Each party must mail or deliver the original memorandum and one copy to the hearing officer and one copy to the representative of each other party.

F. Witness and exhibit lists: Each party must file witness and exhibit lists at least fourteen (14) days before the date set for the hearing by mailing or delivering the original to the hearing officer and one copy to the representative of each other party. Witnesses must be identified with particularity. The party calling a witness must provide the witness's name and address and must describe the subject matter of the testimony expected to be elicited from each witness. Each document or object identified in the exhibit list must be immediately made available for inspection and copying. Only witnesses properly identified in the witness list will be permitted to testify in the hearing and only exhibits properly identified in the exhibit list will be admissible in the hearing unless upon good cause being shown the hearing officer determines otherwise.

[6.50.16.13 NMAC-Rp, 6.50.16.13 NMAC, xx/xx/2014]

### 6.50.16.14 HEARINGS:

A. Rights of parties and those offering comment. At any hearing, all parties shall be entitled to enter an appearance, introduce evidence, examine and cross-examine witnesses, make arguments, and generally participate in the conduct of the hearing. Non-parties wishing to make comments shall be entitled to make an oral or written statement for the record but such statement shall not be considered as evidence. Non-parties making comment shall not have the right to introduce evidence or examine or cross-examine witnesses, to receive copies of pleadings or documents, to appeal from any decision or order, or to otherwise participate in the hearing other than by making their comments.

B. Continuance. Any party who desires a continuance shall request a continuance immediately upon receipt of notice of hearing or as soon thereafter as facts requiring such continuance come to the party's knowledge. The hearing officer may grant a request for continuance if timely made and supported by reasonable cause. The hearing officer may also grant a continuance at any time in the hearing officer's sound discretion.

C. Order of presentation. The hearing officer shall determine the order of presentation of the evidence and shall be guided in this matter by the interests of fairness and justice.

D. Rules of evidence.

(1) All relevant evidence is admissible which, in the opinion of the hearing officer, is the best evidence most reasonably obtainable, having due regard to its necessity, competence, availability and trustworthiness.

(2) In passing upon the admissibility of evidence, the hearing officer shall give consideration to, but shall not be bound by, the New Mexico rules of evidence which govern proceedings in New Mexico district courts. The hearing officer shall also give consideration to the legal requirement that any final decision on the merits be supported by competent evidence.

(3) All testimony to be considered as evidence in a hearing shall be made under oath.

(4) The parties may agree to submit written stipulations of fact or law or both to the hearing officer and such stipulations shall be binding upon the parties entering into the stipulation.

(5) A hearing officer may take administrative notice of the following matters if otherwise admissible under this rule: rules, regulations and procedures of the authority and other government agencies; decisions, records

and transcripts in other authority proceedings; state and federal statutes; decisions of state and federal courts; and matters of which the courts of this state may take judicial notice. Matters noticed are admitted into evidence to the same extent as other relevant evidence.

- E. Proposed findings. The hearing officer may require all parties of record to file proposed forms of order, including proposed findings of fact and conclusions of law, at the close of testimony in the proceeding. [6.50.16.14 NMAC-Rp, 6.50.16.14 NMAC, xx/xx/2014]
- 6.50.16.15 CONFLICTS: If an employee or official of an aggrieved member is on the authority board, that authority board member shall abstain from any participation, discussion, action or voting with respect to the petition for review. In the event an aggrieved authority employee files a petition for review he or she shall abstain from any participation, discussion, action or communication with regard to the petition other than in his or her normal role as a petitioner.

[6.50.16.15 NMAC-Rp, 6.50.16.15 NMAC, xx/xx/2014]

6.50.16.16 PROCEDURE FOR REVIEW OF A FINAL DECISION OF THE AUTHORITY: Final decisions of the authority, whether based upon a notice of appeal or the written findings of fact and disposition recommendations of a hearing officer, may be reviewed in the New Mexico district courts pursuant to the provisions of Rule 1-075 of the Rules of Civil Procedure for the District Courts, governing issuance of writs of certiorari for constitutional review of agency decisions. It is important that an appellant wishing to seek district court review of a final decision of the authority immediately examine the most recent publication of Rule 1-075 to determine its requirements. Pursuant to Rule 1-075, a petition for writ of certiorari must be filed in the district court within thirty (30) days after the date of the final decision of the authority.

[6.50.16.16 NMAC-Rp, 6.50.16.16 NMAC, xx/xx/2014]

#### HISTORY of 6.50.16 NMAC:

History of Repealed Material:

6.50.16 NMAC, Administrative Appeal of Authority Coverage Determinations, filed 6/16/2000-Repealed effective xx/xx/2014.

TITLE 6 PRIMARY AND SECONDARY EDUCATION

CHAPTER 50 INSURANCE

PART 17 USE OF SCHOOL FACILITIES BY PRIVATE PERSONS

6.50.17.1 ISSUING AGENCY: New Mexico Public School Insurance Authority.

[6.50.17.1 NMAC-Rp, 6.50.17.1 NMAC, xx/xx/2014]

[The address of the New Mexico Public School Insurance Authority is 410 Old Taos Highway, Santa Fe, New Mexico 87501.]

- 6.50.17.2 SCOPE: This part applies to all school districts, charter schools and other educational entities authorized to participate in the authority's risk related coverages.

  [6.50.17.2 NMAC-Rp, 6.50.17.2 NMAC, xx/xx/2014]
- 6.50.17.3 STATUTORY AUTHORITY: Subsection F of Section 22-29-7, NMSA 1978 directs the authority to establish a policy to be followed by participating members relating to the use of school facilities by private persons provided that the policy relates only to liability and risk issues. This policy shall not affect the rights and responsibilities of local school boards to determine how, when and by whom school district facilities are used. The policy shall be distributed to participating members and posted upon the authority's web site. [6.50.17.3 NMAC-Rp, 6.50.17.3 NMAC, xx/xx/2014]

**6.50.17.4 DURATION:** Permanent. [6.50.17.4 NMAC-Rp, 6.50.17.4 NMAC, xx/xx/2014]

6.50.17.5 EFFECTIVE DATE: \_\_\_\_\_unless a later date is cited at the end of a section.

[6.50.17.5 NMAC-Rp, 6.50.17.5 NMAC, xx/xx/2014]

6.50.17.6 OBJECTIVE: To establish a policy to be followed by participating members relating to the use of school facilities by private persons. This policy relates only to liability and risk issues.

[6.50.17.6 NMAC-Rp, 6.50.17.6 NMAC, xx/xx/2014]

6.50.17.7 **DEFINITIONS:** [RESERVED]

### 6.50.17.8 POLICY ON USE OF SCHOOL FACILITIES BY PRIVATE PERSONS:

- A. The representative of the requesting group shall contact the facilities manager or other designated school official of the desired site regarding the proposed usage within a time frame required by the site manager or official. The school or school district shall provide the requesting group with a site use agreement which sets forth the terms and conditions of use of the premises. Site use agreements shall at minimum include a copy of the school's safety rules or safety rules provided by the authority's risk management provider. The requesting group shall agree to follow the safety rules included with the site use agreement and also agree to follow the liability and risk related rules contained in Subsection G of 6.50.17.8 NMAC prior to use of the school facilities. The school facility use shall be conducted in compliance with all federal, state and municipal statutes, ordinances, rules and regulations including those with regard to discrimination. School facilities shall not be used for any unlawful purpose.
- B. All groups shall also agree that the schools will not be liable for injury to the property of the group itself or participants in the group's activities resulting from their participation in the group's activities. Groups and their individual participants shall be required to give waivers of liability and releases for personal injury or property damage on forms provided by the school or the authority.
- C. Liability insurance provided through the authority shall be excess over any valid and collectible insurance carried by any group permitted to use school facilities. Liability insurance provided by the authority for use of school facilities by private persons is limited to \$1,000,000 per occurrence. Schools or school districts shall not warrant the suitability of the facility or of the facility's contents for the uses intended by the requesting group.
- D. Commercial groups shall provide a copy of a current business license. Commercial groups shall inform participants that the activity is not sponsored by the school whose facilities are being used.
- E. All districts shall include within their site use agreement a statement clearly indicating that the approved activity sponsor must assure that activity participants, guests and spectators only access those site areas designated for the activity. District superintendents shall also designate in the site use agreement an individual who shall verify that all the areas utilized were properly checked and secured upon departure from the facility.
- F. Schools and school districts shall make their own arrangements regarding any payments required for use of the facilities, for reimbursement for special services such as setting up tables and chairs, use of school equipment such as projectors or video equipment or abnormal wear and tear on the facilities. All fees shall be made by check or money order and shall be made payable to the school or school board. It is inappropriate for users of school facilities to pay school employees directly for services in kind or in cash.
- G. In addition to the safety rules included in the site use agreement, any user of school or school district facilities must agree to the following liability and risk related rules.
  - (1) The use of alcohol, illegal drugs and tobacco are prohibited on all school property at all times.
- (2) Guns are not permitted on school property except for those in the possession of authorized law enforcement personnel.
- (3) Users of the facility shall be responsible for providing security as required by the member school or school district for the type of function they have planned.
  - (4) Users of swimming pool facilities must have a certified life guard on duty at all times.
- (5) For events that involve animals, including dogs, all must be leashed, penned, caged or otherwise properly contained, constrained or under supervision and control at all times. Animals or pets not properly contained, constrained or under supervision and control at all times are prohibited.
- (6) Open fires including candles, torches, and bonfires shall not be allowed except pursuant to prior approval and permit by the appropriate authorities.
  - (7) Building exits shall never be blocked for any reason.
  - (8) Parking shall be in designated areas only.
- (9) Every effort shall be made to provide vehicle and pedestrian traffic management in order to insure safe and orderly movement of vehicles and people.
  - (10) All care shall be taken in the design, placement and construction of booths, displays, viewing

stands, platforms, theater sets, temporary stages or any other structures to safeguard the safety of those building, using and disassembling such structures.

(11) Decorations shall be fire resistant whenever possible, cover no more than 20 percent of the wall area and never be placed within close proximity to incendiary sources.

(12) Care shall be taken at all times to avoid the creation of tripping hazards or if unavoidable to warn participants of obstacles.

(13) No hazardous materials, including pyrotechnic devises, fireworks, explosives flammable materials or liquids, poisonous materials or plants, strong acids or caustics shall be brought onto the premises or used in any way while occupying the premises except with the approval prior to use by the fire marshal or other authority having jurisdiction.

- (14) No amusement rides or attractions, including but not limited to, trampolines of any type, enclosed or air supported structures of any type, climbing walls, climbing ropes, bow and arrow shooting activity or equipment or devises related thereto shall be brought onto the premises or used in any way while occupying the premises except with the express permission of school authorities and on proof of insurance by the user of the facility of at least \$1,000,000 per occurrence naming the school or school district and the authority as additional insureds. All such activities shall be operated and overseen by persons experienced and, if possible, certified to do so.
- (15) All users of school facilities shall give written notice to the school of any accident resulting in bodily injury or property damage to property of the school occurring on school premises or in any way connected with the use of the school premises within 24 hours of the accident. The notice shall include details of the time, place and circumstances of the accident and the names and addresses and phone numbers of any persons witnessing the accident.
- (16) If playground equipment is to be used, the user of the facility shall provide at least one adult supervisor for every 15 children.
- (17) The user of the facility shall provide the appropriate signage to inform participants of the safety rules. A list of emergency agencies and phone numbers shall also be posted.
- (18) Access to school facilities by the users of the facility shall be limited to those areas specified in the site use agreement.
- H. All users of school facilities shall agree to provide prompt and thorough clean-up and removal or storage of all special structures within no more than 24 hours after the end of the event, but in no case later than the beginning of the next school day or if school is out no later than prior to use of the area by school personnel. Users shall ensure that any furniture and equipment moved during the use of the facilities is replaced.

  [6.50.17.8 NMAC-Rp, 6.50.17.8 NMAC, xx/xx/2014]

HISTORY of 6.50.17 NMAC: [RESERVED]

History of Repealed Material:

6.50.17 NMAC, Use of School Facilities by Private Persons, filed 2/9/2010-Repealed effective xx/xx/2014.

TITLE 6 PRIMARY AND SECONDARY EDUCATION

CHAPTER 50 INSURANCE

PART 18 USE OF VOLUNTEERS IN SCHOOLS AND SCHOOL DISTRICTS

6.50.18.1 ISSUING AGENCY: New Mexico Public School Insurance Authority.

[6.50.18.1 NMAC-Rp, 6.50.18.1 NMAC, xx/xx/2014]

[The address of the New Mexico Public School Insurance Authority is 410 Old Taos Highway, Santa Fe, New Mexico 87501.]

6.50.18.2 SCOPE: This part applies to all school districts, charter schools and other educational entities authorized to participate in the authority's risk related coverages.

[6.50.18.2 NMAC-Rp, 6.50.18.2 NMAC, xx/xx/2014]

6.50.18.3 STATUTORY AUTHORITY: Subsection E of Section 22-29-7, NMSA 1978 directs the authority to establish a policy to be followed by participating members relating to the use of volunteers, distribute

the policy to participating members and post the policy upon the authority's web site. [6.50.18.3 NMAC-Rp, 6.50.18.3 NMAC, xx/xx/2014]

6.50.18.4 DURATION: Permanent.

[6.50.18.4 NMAC-Rp, 6.50.18.4 NMAC, xx/xx/2014]

6.50.18.5 EFFECTIVE DATE: \_\_\_\_\_, unless a later date is cited at the end of a section. [6.50.18.5 NMAC-Rp, 6.50.18.5 NMAC, xx/xx/2014]

**OBJECTIVE:** To establish a policy to be followed by participating members relating to the use of volunteers.

[6.50,18.6 NMAC-Rp, 6.50.18.6 NMAC, xx/xx/2014]

### **6.50.18.7 DEFINITIONS:**

A. "Regular volunteers" means those persons, including relatives of students, who commit to serve on a regular basis at a school district, charter school or other educational entity without compensation.

B. "Spontaneous volunteers" means those persons who agree to fill an urgent, temporary need for a school district, charter school or other educational entity without compensation and who are not pre-registered as a regular volunteer.

[6.50.18.7 NMAC-Rp, 6.50.18.7 NMAC, xx/xx/2014]

### 6.50.18.8 POLICY FOR REGULAR VOLUNTEERS IN SCHOOLS AND SCHOOL DISTRICTS:

- A. Participating member schools and school districts make extensive use of regular volunteers for many of their programs. In seeking and accepting the voluntary services of qualified, interested individuals, the participating members recognize that they have basic responsibilities to the regular volunteers as well as to the students and to themselves.
- B. Each participating member shall be responsible for organizing and managing its own regular volunteer program subject to the following rules. Participating member schools, school districts and other educational entities shall have in place policies clearly establishing how and by whom regular volunteers are appointed and the policies at minimum shall require:
- (1) interviewing all prospective regular volunteers and doing a background check including, but not limited to any history of drug abuse or drug dealing, domestic violence, DUI offenses, and sex crimes;
- (2) providing all regular volunteers with a job description, outlining specific duties, time commitment and qualifications for acceptance as a regular volunteer;
  - (3) providing appropriate training, supervision and evaluation of regular volunteers; and
- (4) instructing all regular volunteers to understand that failure to obey the code of ethics and standards of professional conduct as provided in 6.60.9.8 NMAC and 6.60.9.9 NMAC concerning the obligations of school personnel is grounds for dismissal.
- C. Regular volunteers shall not be allowed to begin their service until after their duties are explained to them and they have accepted in writing the following volunteer piedge. It is my duty:
  - (1) to deal justly and considerately with each student, school employee or other volunteer;
  - (2) to share the responsibility for improving educational opportunities for all:
  - (3) to stimulate students to think and learn, but at the same time protect them from harm;
- (4) to respect the confidentiality of student records and information about students, their personal or family life:
- (5) not to discriminate or to permit discrimination on the basis of race, color, national origin, ethnicity, sex, sexual orientation, disability, religion or serious medical condition against any person while I am on duty as a volunteer;
- (6) to avoid exploiting or unduly influencing a student into engaging in an illegal or immoral act or any other behavior that would subject the student to discipline for misconduct, whether or not the student actually engages in the behavior;
- (7) to avoid giving gifts to any one student unless all students similarly situated receive or are offered gifts of equal value for the same reason;
  - (8) to avoid lending money to students:
- (9) to avoid having inappropriate contact with any student, whether or not on school property, which includes all forms of sexual touching, sexual relations or romantic relations, any touching which is unwelcome by

the student or inappropriate given the age, sex and maturity of the student;

(10) to avoid giving a ride to a student;

(11) not to engage in sexual harassment of students, other volunteers or school employees;

(12) not to engage in inappropriate displays of affection, even with consenting adults, while on school property or during school events off premises;

(13) not to possess or use tobacco, alcohol or illegal drugs while on school property or during school events off premises;

(14) to use educational facilities and property only for educational purposes or purposes for which they are intended consistent with applicable law, policies and rules;

(15) to avoid any violent, abusive, indecent, profane, boisterous, unreasonably loud or otherwise disorderly conduct when on school property or off campus at school functions;

(16) to refrain from using school information technology equipment, hardware, software or internet access for other than a school related purpose;

(17) to refrain from striking, assaulting or restraining students unless necessary in the defense of self or others:

(18) to refrain from using inflammatory, derogatory or profane language while on school property or while attending school events off premises;

(19) to refrain from bringing or possessing firearms or other weapons on school property except with proper authorization;

(20) not to be under the influence of alcohol or illegal drugs on school property or at school events off premises; and

(21) to report, as appropriate under the circumstances, violations of this pledge by other regular volunteers or school employees.

D. For the mutual protection of regular volunteers and the participating members, personnel administering regular volunteer programs shall provide a safe place to work and clear project organization or direction, establish and inform regular volunteers of emergency procedures, ensure that regular volunteers understand that their activities create participating member's liability, and that ethical standards apply to them as well as to regular school employees. Participating member personnel shall inform each regular volunteer in writing of the reserved right to dismiss unsatisfactory regular volunteers and of the established procedures for doing so.

E. Spontaneous volunteers are not subject to these rules, but spontaneous volunteers must be supervised at all times by an employee or regular volunteer of the school district, charter school or other educational entity.

[6.50.18.8 NMAC-Rp, 6.50.18.8 NMAC, xx/xx/2014]

### HISTORY of 6.50.18 NMAC:

#### History of Repealed Material:

6.50.18 NMAC, Use of Volunteers in Schools and School Districts, filed 2/9/2010-Repealed effective xx/xx/2014.

### WARRANTY DEED

JOSE F. APODACA, an unmarried man, for consideration paid, grants to ORLANDO CERVANTES and EMMA JEAN CERVANTES, husband and wife, whose address is P. O. Box 321, La Mesa, New Mexico 88044, as their community property, the following described real estate in Dona Ana County, New Mexico:

The East half of the West half of Section 11, Township 22 South, Range 2 East, N.M.P.M., containing 160 acres, more or less, subject to reservations contained in the Patent, easements of record and taxes for 1981 and thereafter,

with warranty covenants.

WITNESS his hand and seal this 15th day of June, 1981.

	(3584)
	Jose F. Apodaca
STATE OF NEW MEXICO )	
: ss. County of Dona Ana )	
country of bona Ana ,	
The foregoing instrument	was acknowledged before me this 15th
day of June, 1981, by Jose P.	Apodaca, an unmarried man.
	Notary Public
My Commission Expires May 12,	1982
	* 1
STATE OF NEW MEXICO )	
: SS.	Reception No.
County of Dona Ana )	
I hereby certify that thi	is instrument was filed for record on
the day of	, 19, at o'clockm.,
	, page of the records of
deeds of said County.	
	County Clerk
	Ву
	Deputy

After recording return to Orlando Cervantes P. O. Box 321 La Mesa, NM 88044

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## NEW MEXICO HUMAN SERVICES DEPARTMENT

MEDICAL ASSISTANCE DIVISION

The Human Services Department (the Department), Medical Assistance Division (MAD) has re-scheduled the public hearing to for the proposed amendment to 8.314.5 NMAC, Long Term Care Services - Waivers, Developmental Disabilities Home and Community-Based Services Waiver. The public hearing to receive testimony on these proposed rules will be held in Rio Grande Conference Room, Toney Anaya Building, 2055 Cerrillos Road, Santa Fe on Wednesday, April 30, 2014 at 9 a.m.

The Department through MAD is proposing to amend the following rules that are part of the New Mexico Administrative Code (NMAC): 8.314.5 NMAC, Long Term Care Services - Waivers, Developmental Disabilities Home and Community-Based Services Waiver. MAD is proposing changes to Section 13, Recipient Standardized Assessment; Section 14, Covered Waiver Services, and Section 19, Right To A Hearing. Other changes in the rule are to update language, incorporate standardized rule language and provide additional clarification for providers and recipients in sections of the rules. The register for the amendment of this rule and the proposed amendment is available on the HSD/MAD web site at http://www.hsd. state.nm.us/. If you do not have Internet access, a copy of the proposed rule may be requested by contacting MAD at (505) 827-3152.

Interested parties may submit written comments directly to: Sidonie Squier, Secretary, Human Services Department, P.O Box 2348, Santa Fe, New Mexico 87504-2348. Recorded comments may be left by calling (505) 827-3152. Electronic comments may be submitted to Emily. Floyd@state.nm.us. Written, electronic and recorded comments will be given the same consideration as oral testimony made at the public hearing. All comments must be received no later than 5:00 p.m. Mountain Standard Time Wednesday, April 30, 2014.

If you are a person with a disability and you require this information in an alternative format or require a special accommodation to participate in the public hearing, please contact MAD toll free at 1-888-997-2583 and ask for extension 7-3152. In Santa Fe call 827-3152. The Department's TDD system may be accessed toll-free at 1-800-659-8331 or in Santa Fe by calling 827-3184. The Department requests at least ten (10) days advance notice to provide requested alternative formats and special

accommodations.

Copies of all comments will be made available by the MAD upon request by providing copies directly to a requestor or by making them available on the MAD website or at a location within the county of the requestor.

# NEW MEXICO HUMAN SERVICES DEPARTMENT

MEDICAL ASSISTANCE DIVISION

The Human Services Department (the Department), Medical Assistance Division (MAD) has rescheduled the public hearing for the proposed repeal of the following rules that are part of the New Mexico Administrative Code (NMAC): 8.310.15 NMAC, Health Care Professional Services, Intensive Outpatient Program (IOP) Services; 8.353.2 NMAC, Provider Hearings, Provider Hearings; 8 NMAC 4.MAD.746.6, Licensed Alcohol and Drug Abuse Counselors. The public hearing to receive testimony on these proposed rules will be held in the South Park Conference Room, 2055 S. Pacheco, Santa Fe on Tuesday, April 15, 2014 at 9 a.m.

The register for the repeal of these rules is available on the HSD/MAD web site at <a href="http://www.hsd.state.nm.us/">http://www.hsd.state.nm.us/</a>. If you do not have Internet access, a copy of the proposed rule may be requested by contacting MAD at 505-827-3152.

Interested parties may submit written comments directly to: Sidonie Squier, Secretary, Human Services Department, P.O Box 2348, Santa Fe, New Mexico 87504-2348. Recorded comments may be left by calling 505-827-3152. Electronic comments may be submitted to Emily. Floyd@state.nm.us. Written, electronic and recorded comments will be given the same consideration as oral testimony made at the public hearing. All comments must be received no later than 5:00 p.m. Mountain Standard Time Tuesday, April 15, 2014.

If you are a person with a disability and you require this information in an alternative format or require a special accommodation to participate in the public hearing, please contact MAD toll free at 1-888-997-2583 and ask for extension 7-3152. In Santa Fe call 827-3152. The Department's TDD system may be accessed toll-free at 1-800-659-8331 or in Santa Fe by calling 827-3184. The Department requests at least ten (10) days advance notice to provide requested alternative formats and special accommodations.

Copies of all comments will be made

available by the MAD upon request by providing copies directly to a requestor or by making them available on the MAD website or at a location within the county of the requestor.

### NEW MEXICO PUBLIC SCHOOL INSURANCE AUTHORITY

NOTICE OF PUBLIC HEARING REGARDING PROPOSED REPEAL AND REPLACEMENT OF RULES 6.50.1 NMAC THROUGH 6.50.18 NMAC IN ORDER TO UPDATE REGULATIONS IN ACCORDANCE WITH CHANGES IN STATUTORY LAW AND NEW MEXICO PUBLIC SCHOOL AUTHORITY POLICY CHANGES.

Notice is hereby given pursuant to amendments to Sections 22-29-7(E) and 22-29-7(F), NMSA 1978 (being Laws 1986, Chapter 94, Section 7 as amended) that the New Mexico Public School Insurance Authority plans to repeal and replace rules 6.50.1 NMAC through 6.50.18 NMAC in order to update the regulations in accordance with changes in statutory law and Authority policy changes.

The proposed new rules will be discussed and comments taken at a public hearing to be held May 1, 2014 at 9:00 a.m. at the New Mexico Public School Insurance Authority Board Meeting on Thursday, May 1, 2014 at 9:00 a.m. at the Cooperative Educational Services, 4216 Balloon Park Road, NE, Albuquerque, NM 87109. The Board Meeting will be called pursuant to Subsection H of 6.50.1.9 NMAC of the Board's Rules and Regulations and as provided by the current Open Meeting Act Resolution of the Authority. Copies of the proposed rules will be provided to all of the member school districts, charter schools and other educational entities and may be obtained before the meeting at the New Mexico Public School Insurance Authority's offices at 410 Old Taos Highway, Santa Fe, New Mexico or by contacting Frank R. Coppler (505) 988-5656 or by email to fcoppler@coppler.com.

Interested person may submit written comments to the New Mexico Public Schools Insurance Authority at 410 Old Taos Highway, Santa Fe, New Mexico 87501 or email comments to fcoppler@coppler.com to be received by 5:00 p.m. April 30, 2014. Written comments should suggest specific reasons for any suggested amendments or comments and include any proposed amendatory language.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the meeting, please contact the office of the Executive Director of the New Mexico Public Schools Insurance Authority at 1-800-548-3724 prior to the hearing, or as soon as possible. The proposed rules can be provided in various accessible formats. Please contact the office of the Executive Director of the New Mexico Public Schools Insurance Authority at 1-800-548-3724 if a summary or other type of accessible format is needed before April 25,2014. If accommodation is not requested in advance, we cannot guarantee the availability of accommodation on-site.

## End of Notices and Proposed Rules Section

### **Crystal Garcia**

From: Susan Baca-Garcia <sbaca-garcia@pomsassoc.com>

**Sent:** Monday, April 14, 2014 4:08 PM danny.trujillo@k12espanola.org

Cc: james.dorn@state.nm.us

Subject: Carlos F Vigil MS and Alcade Elementary - Espanola Public Schools

Attachments: 2014\_04\_01\_Carlos\_F.\_Vigil\_Middle School.pdf; 2014\_03\_17

\_Alcade\_Elementary\_School.pdf

Importance: High

Mr. Trujillo:

Attached are the Loss Control & Safety Audits prepared for Carlos F. Vigil Middle School & Alcade Elementary School by James Dorn, Risk Services Consultant, for the New Mexico Public School Insurance Authority (NMPSIA).

Should you have questions or if we can be of further assistance with safety and/or risk related matters, please feel free to contact Mr. Dorn at (800) 548-3724 or myself at (505) 797-1354.

Thank You,

Susan Baca-Garcia

Administrative Assistant



Poms & Associates Risk Services 320 Osuna NE, Suite C-1 | Albuquerque, NM 87107 505-797-1354 | Fax 505-797-1432 sbaca-garcia@pomsassoc.com

### www.pomsassoc.com

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Woodland Hills, CA (800) 578-8802 Albuquerque, NM (800) 898-6236 Centennial, CO (877) 208-9241 Walnut Creek, CA (800) 578-8802



# Poms & Associates

Risk Services

## **NMPSIA**

## **Espanola Public Schools**

Carlos F. Vigil Middle School

Loss Control & Safety Audit



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### **EXECUTIVE SUMMARY**

This report contains the findings of an independent Loss Control & Safety Audit of Carlos F. Vigil Middle School. The audit was conducted on April 1, 2014, on behalf of the Espanola Public Schools, and at the request of NMPSIA.

A photograph and/or an observation, location, recommendation, and/or standard citation may accompany checkmarks in the "No" column of the checklists. Detailed observations and recommendations are found on the pages following the checklists. Information was gathered from onsite physical conditions and from statements made by your organization's staff. Some items marked as "No" or "Unacceptable" may not necessarily be noncompliant with standards; these items are marked as such when ongoing maintenance recommendations are made. In addition, some conditions could not be determined or verified and their acceptability may be marked as "No" or "Unacceptable" in the report. It is your organization's responsibility to determine the acceptability of each condition and to address hazards and concerns.

The photographs are representative of concerns or issues documented during the audit process. These conditions may exist in multiple locations on the same site; therefore, the photographs should be considered representatives of these conditions and not depictions of every instance where these issues were observed. In addition, this report represents the conditions that were apparent at the time of the visit. Hazardous conditions are dynamic in nature and therefore may change, improve, or worsen after completion of the audit process.

The Loss Control & Safety Audit is based upon an overview of the hazards and loss exposures of your organization and its sites. Every part of every building and location is not normally visited. Some areas may not be accessible at the time of the audit or may inadvertently be missed. Your organization is encouraged to act upon the recommendations made in the Loss Control & Safety Audit, with or without photographs, in a timely manner wherever and whenever the conditions may be found within your organization.

Loss control is a daily responsibility of your District's management. NMPSIA's visits and related efforts made by Poms & Associates are not considered or intended by NMPSIA, to be a substitute for all or part of your District's comprehensive loss control program. Any recommendations made by NMPSIA are drawn from information provided by your organization and the conditions observed at the time of the visit. This information does not necessarily address each and every possible loss potential, code, statutory violation, or exception to good practices and procedures. The absence of a comment or recommendation does not necessarily mean that the conditions are a representation of compliance with all acceptable codes and statutes, conformation with good practices and procedures, and/or an absence of loss potential.



The Poms & Associates staff extends its thanks to Robert Archuleta, Principal, and the staff of Carlos F. Vigil Middle School for their cooperation and assistance during this audit. We welcome any questions or comments. Inquiries regarding the physical locations, findings, or the referenced standards may be addressed to Poms & Associates at (800) 898-6236 or to NMPSIA at 1-800-548-3724.

## **GENERAL CONDITIONS INSPECTION**

Contact: Robert Archuleta, Principal

Auditor: James Dorn

Member Agency: Espanola Public Schools

Client: NMPSIA

Inspection Concluded: April 1, 2014

Hazard Type	Hazard Scope	Hazard Urgency	Capital
1 – Egress Issue	A - Facilities/Planning	I – Immediate	C – Capital
2 - Injury Hazard	B – Custodial or	H – High	NC - Non-
3 – Property Loss	Maintenance	M – Medium	Capital
4 – Regulatory or	C – Policy and/or	L – Low	
Legal Issue	Procedures	O – Ongoing /	
5 – Accepted Best	D – Employee Practices	Preventative	
Practices			

Exterior Areas		No	NA	Priority	Recommendations
Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?		Х		2,4 - B - M -	NC 2014-001
ding Conditions	Yes	No	NA	Priority	Recommendations
Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?		Х		2,4 - B - M - 5 - B - L - N( 2,5 - B - L - 2,4 - B - O -	C 2014-003 NC 2014-004
Do building structures and finish materials appear to be in good condition and free of visible deterioration?		Х		3,4 - A,B - L 3,5 - B - L -	
Was the building free of apparent leaks or other obvious water intrusion?		Х		3,4 - B - M -	- NC 2014-008
	Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?  ding Conditions  Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?  Do building structures and finish materials appear to be in good condition and free of visible deterioration?  Was the building free of apparent leaks	Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?  ding Conditions  Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?  Do building structures and finish materials appear to be in good condition and free of visible deterioration?  Was the building free of apparent leaks	Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?  ding Conditions  Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?  Do building structures and finish materials appear to be in good condition and free of visible deterioration?  Was the building free of apparent leaks  X	Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?  ding Conditions  Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?  Do building structures and finish materials appear to be in good condition and free of visible deterioration?  Was the building free of apparent leaks  X	Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?    Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?    Does building structures and finish materials appear to be in good condition and free of visible deterioration?    Was the building free of apparent leaks   X   3,4 - B - M - M - M - M - M - M - M - M - M



5	Do walls and ceilings appear to be of		Χ		2,3,4 - B - M	I - NC	2014-009
	an appropriate type and condition?				2,3,4 - B,C -	M -	2014-010
					NC		
					2,3,4 - B,C -	M -	2014-011
					NC		
					3,5 - B - O -	NC	2014-012
					2,3,5 - B - N	1 - NC	2014-013
6	Are floors and floor coverings of an		Х		2,4 - A,B - N		2014-014
	appropriate type and condition?				2,5 - B - M -		2014-015
Door	rs, Exits, and Means of Egress	Yes	No	NA	Priority	Reco	mmendations
7	Are "EXIT" and "NOT AN EXIT" signs		Х		1,4 - A,B - H	- NC	2014-016
	installed?				1,4 - B - H -	NC	2014-017
Eme	rgency Action Equipment & Systems	Yes	No	NA	Priority	Reco	mmendations
8	Are the appropriate types of fire		Х		3,4 - B,C,D -	- M -	2014-018
	extinguishers properly installed,				NC		
	unobstructed, inspected on a monthly				3,4 - B - M -	NC.	2014-019
	and annual basis, and equipped with						
	service tags?						
9	Are alarm systems installed and tested	16	X	1	2,3,4 - A,B -	H -	2014-020
	on a regular basis, and are pull stations				NC		
	and alarm panels unobstructed?	0.000					
	hanical and Utility Systems	Yes	No	NA	Priority	The second secon	mmendations
10	Are HVAC systems and compressors in		X		5 - B,D - O -		2014-021
	good condition, properly maintained,				5 - B,D - O -	NC	2014-022
	and permitted as required?						
11	Are plumbing systems and fixtures in		X		4 - B - M - N		2014-023
	good condition and free from damage				2,4 - B - M -	- NC	2014-024
Di	or leaking?				D.:!	D	
	bled Access	Yes	No	NA	Priority		mmendations
12	Are an appropriate number of parking		X		4 - A,B - M	- NC	2014-025
	spaces designated for disabled persons, and are they properly						
	designed, constructed, and signed?						
Gen	eral Conditions – Other	Yes	No	NA	Priority	Reco	mmendations
13	Are other general conditions free of	ies	X	IVA	3,5 - A,C - N		AND THE PERSON NAMED IN COLUMN 2 IN COLUMN
13	apparent hazards or concerns?				3,3 - A,C - N	VI - IVC	2014-020
	apparent nazaras or concerns:						

### GENERAL CONDITIONS INSPECTION RECOMMENDATIONS

### **Exterior Areas**

1. Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?

# Recommendation Number: 2014-001 Observations:

 Some of the paved areas had minor deterioration that, if left unrepaired, could worsen and result in trip/fall hazards.

### **Recommendations:**

 The pavement condition should be closely monitored and repairs made as needed.

### Standards:

 NMAC 6.27.30 - Statewide Adequacy Standards



### **Building Conditions**

2. Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?

Recommendation Number: 2014-002

### **Observations:**

 The illumination in some areas was dim due to burned out light bulbs.

### **Recommendations:**

The burned out light bulbs should be replaced.

### Standards:

- NMAC 6.27.30 Statewide Adequacy Standards
- IPMC, Section 402 Light



## Recommendation Number: 2014-003 Observations:

- Some of the light fixtures were missing diffusers.
- Light diffusers reduce glare, protect the light bulbs from damage, and reduce the hazards created by broken glass should bulbs break.

### **Recommendations:**

- Missing light diffusers should be replaced.
- Specially designed plastic sleeves may be used in place of light diffusers for fluorescent light bulbs.



IPMC, Section 605 - Electrical Equipment



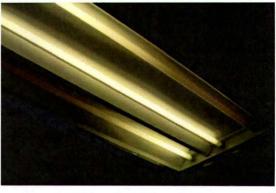
- Exposed light sockets were present where light bulbs were missing.
- The exposed light sockets increase the risks of electric shock and fire incidents.

### Recommendations:

 Light bulbs should be placed in all open light sockets, or the circuit de-energized, locked and tagged out of service.

### Standards:

IPMC, Section 605 - Electrical Equipment





# Recommendation Number: 2014-005 Observations:

- An accumulation of dirt was visible in the diffusers for some of the overhead lights.
- Some of the light diffusers appeared to be yellowed.

### **Recommendations:**

 Dirty light fixtures should be cleaned so that illumination is not impaired.

### Standards:

- NMAC 6.27.30 Statewide Adequacy Standards
- IPMC, Section 402 Light



# 3. Do building structures and finish materials appear to be in good condition and free of visible deterioration?

## Recommendation Number: 2014-006

### **Observations:**

- The stucco exterior of one or more buildings was damaged.
- The damaged area exposes the building interior structure to the weather elements, and compromises the building's fire safety.

### Recommendations:

The damaged areas should be repaired.

### Standards:

IPMC, Section 304 - Exterior Structure



# Recommendation Number: 2014-007 Observations:

Awnings were observed to be damaged.

### Recommendations:

Repair or replace as necessary.

### Standards:

Good Loss Prevention Practices



# 4. Was the building free of apparent leaks or other obvious water intrusion?

# Recommendation Number: 2014-008

#### **Observations:**

- Evidence of leaks and/or other water intrusion was present.
- Water intrusion and the presence of moisture in building materials can foster the growth of mold and mildew.

#### **Recommendations:**

- The source of the water intrusion should be determined and corrective action taken to prevent recurrence.
- Wall coverings, ceiling tiles, floor coverings, and wall and ceiling insulation should be inspected to identify the presence of damage or mold growth. Both exposed and concealed surfaces should be inspected.
- Damaged and contaminated materials should be removed and disposed of in a way that prevents their continued use.
- The entire damaged or contaminated area should be cleaned and disinfected with an effective fungicide prior to installing new materials.



- NMAC 6.27.30 Statewide Adequacy Standards
- IPMC, Section 305 Interior Structures





# 5. Do walls and ceilings appear to be of an appropriate type and condition?

### Recommendation Number: 2014-009

#### **Observations:**

- Loose suspended ceiling tiles were observed.
- These conditions pose falling object hazards that could result in personal injury.

#### **Recommendations:**

 All suspended ceiling tiles should be properly aligned to help ensure that they do not drop onto furnishings and persons.

#### Standards:

- Good Loss Prevention Practices
- IPMC, Section 305 Interior Structures



# Recommendation Number: 2014-010 Observations:

- Some ceiling tiles were missing. The space left by the missing ceiling tile may be adjacent to heat and/or smoke detectors, which could cause the smoke/heat detection system to function improperly.
- Missing ceiling tiles compromise building fire safety and pose an attractive nuisance.

### **Recommendations:**

Missing ceiling tiles should be replaced and maintained in place.

### Standards:

IPMC, Section 703 - Fire-Resistance Ratings



# Recommendation Number: 2014-011

#### **Observations:**

- Holes were observed in some of the ceilings.
- The holes compromise the fire safety of the structure, and they provide an entry point for insects and vermin.

#### **Recommendations:**

The holes should be sealed.

- Good Loss Prevention Practices
- IPMC, Section 703 Fire-Resistance Ratings



# Recommendation Number: 2014-012 Observations:

- The wall covering observed in one or more areas was damaged and/or peeling.
- The damaged areas pose an attractive nuisance and invite more damage.

#### **Recommendations:**

 Any damage to the walls or wall coverings should be repaired.

- Good Loss Prevention Practices
- IPMC, Section 305 Interior Structures







# Recommendation Number: 2014-013 Observations:

- Some of the baseboard molding observed was damaged or missing.
- This condition poses trip/fall hazards.

#### **Recommendations:**

 Damaged or missing molding should be repaired or replaced as necessary.

- Good Loss Prevention Practices
- IPMC, Section 305 Interior Structures





## 6. Are floors and floor coverings of an appropriate type and condition?

### **Recommendation Number: 2014-014**

#### **Observations:**

- Some of the floor tiles were damaged.
- Some of the damaged floor tiles or their adhesive may contain asbestos, which could present an asbestos exposure hazard.

#### **Recommendations:**

- The site Asbestos Management Plan should be reviewed to determine if the flooring contains asbestos.
- Damaged flooring that does not contain asbestos should be removed and replaced.
- Damaged flooring that contains asbestos should be abated in accordance with AHERA requirements.
- Missing and damaged floor tiles should be repaired and/or replaced to reduce trip/fall hazards.

#### Standards:

- 40 CFR, Part 763 Asbestos
- IPMC, Section 305 Interior Structures





# Recommendation Number: 2014-015 Observations:

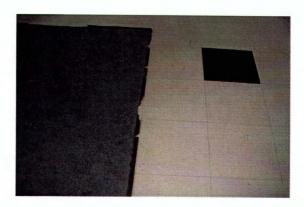
 Some of the doormats were torn, curled, and/or damaged. This condition poses trip/fall hazards.

#### Recommendations:

 Damaged or curled doormats should be replaced with heavy-duty commercial doormats equipped with nonslip backing.

#### Standards:

Good Loss Prevention Practices





# Doors, Exits, and Means of Egress

## 7. Are "EXIT" and "NOT AN EXIT" signs installed?

# Recommendation Number: 2014-016

#### **Observations:**

 One or more of the illuminated exit signs were not illuminated; therefore, we could not determine if they were fully functional.

#### Recommendations:

- The exit signs should be activated to determine if they are fully functional.
- Exit signs should be provided with bulbs for all sockets so that the signs are still illuminated even if one bulb fails.
- Exit signs should be inspected on a regular basis to ensure that they are functional at all times.

### Standards:

- IFC, Chapter 10 Means of Egress
- NFPA 101, Chapter 5 Means of Egress





# Recommendation Number: 2014-017 Observations:

Some exit signs were damaged and/or broken.

### Recommendations:

- Damaged exit signs should be repaired.
- Exit signs should be provided with bulbs for all sockets, so that the signs are still illuminated even if one bulb fails.
- Illuminated exit signs should be installed above exits to ensure that exit routes are properly identified.
- Illuminated exit signs should be properly installed.

- NFPA 101, Chapter 5 Means of Egress
- IFC, Chapter 10 Means of Egress





## **Emergency Action Equipment & Systems**

8. Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with service tags?

## Recommendation Number: 2014-018

#### **Observations:**

 Monthly fire extinguisher inspections are not being conducted.

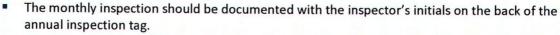
#### Recommendations:

The fire extinguishers should be inspected on a monthly basis to ensure that:

they are properly wall mounted;

the seals and pull pins are still intact; and

the units are fully charged and ready for use.



#### Standards:

29 CFR 1910, Subpart L - Fire Protection

# Recommendation Number: 2014-019 Observations:

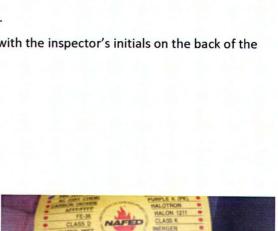
 One or more fire extinguishers were not serviced during the last annual service.

#### Recommendations:

- The units that were not inspected should be replaced with fully charged and recently inspected fire extinguishers.
- Consideration should be given to numbering each fire extinguisher location and developing a map to show each fire extinguisher location to reduce the potential for overlooking one of the fire extinguishers during the servicing process.
- In addition, the annual fire extinguisher service provider should be required to annually change
  the color of the inspection tags. The difference in tag color would increase the ease of
  identifying overlooked fire extinguishers.

#### Standards:

29 CFR 1910, Subpart L - Fire Protection





# 9. Are alarm systems installed and tested on a regular basis, and are pull stations and alarm panels unobstructed?

**Recommendation Number: 2014-020** 

## **Observations:**

A smoke/heat detector was missing.

## **Recommendations:**

Replace missing detectors as necessary.

#### Standards:

■ IPMC, Section 704 - Fire Protection Systems



# **Mechanical and Utility Systems**

# 10. Are HVAC systems and compressors in good condition, properly maintained, and permitted as required?

## Recommendation Number: 2014-021

#### **Observations:**

- Some ventilation grills were missing.
- Missing vent covers or register grills pose an attractive nuisance. In addition, conditioned air is not properly directed or diffused.

#### **Recommendations:**

 Missing vent covers or register grills should be replaced.

#### Standards:

Good Loss Prevention Practices



# Recommendation Number: 2014-022 Observations:

- Some ventilation grills were damaged.
- Damaged vent covers or register grills pose an attractive nuisance. In addition, conditioned air is not properly directed or diffused.

#### **Recommendations:**

 Damaged vent covers or register grills should be replaced.

#### Standards:

Good Loss Prevention Practices



# 11. Are plumbing systems and fixtures in good condition and free from damage or leaking?

**Recommendation Number: 2014-023** 

## **Observations:**

Some restroom stalls were missing doors.

## **Recommendations:**

Replace restroom stall doors as necessary.

## Standards:

■ IPMC, Section 305 - Interior Structures





# Recommendation Number: 2014-024 Observations:

 One or more of the drinking fountains were broken and inoperative.

#### **Recommendations:**

 Broken drinking fountains should be repaired or replaced as necessary.

#### Standards:

- Good Loss Prevention Practices
- IPMC, Section 504 Plumbing Systems and Fixtures





#### **Disabled Access**

12. Are an appropriate number of parking spaces designated for disabled persons, and are they properly designed, constructed, and signed?

Recommendation Number: 2014-025

#### **Observations:**

 The required elevated signs designating accessible parking spaces were not provided.

#### Recommendations:

 The required elevated, accessible parking signs should be provided. The signs may be post-mounted or mounted to a building or fence.



#### Standards:

ADA - ADAAG 4.6 - Parking and Passenger Loading Zones

### General Conditions - Other

## 13. Are other general conditions free of apparent hazards or concerns?

## **Recommendation Number: 2014-026**

#### **Observations:**

Student lockers were present but not in use.
 Eliminating student lockers may reduce vandalism, contraband, and harassment incidents.

## **Recommendations:**

- Consideration should be given to removing the lockers.
- If the District chooses to retain the lockers, any damaged lockers should be repaired or replaced.
- If lockers are retained and used, they should be assigned by grade level to reduce the likelihood of harassment between grade levels.



Good Loss Prevention Practices



# **CLASSROOM AND OFFICE INSPECTION**

Contact: Robert Archuleta, Principal

Auditor: James Dorn

Member Agency: Espanola Public Schools

Client: NMPSIA

Inspection Concluded: April 1, 2014

Hazard Type	Hazard Scope	<b>Hazard Urgency</b>	Capital
1 – Egress Issue	A – Facilities/Planning	I – Immediate	C – Capital
2 – Injury Hazard	B – Custodial or	H – High	NC - Non-
3 – Property Loss	Maintenance	M – Medium	Capital
4 – Regulatory or	C – Policy and/or	L – Low	
Legal Issue	Procedures	O – Ongoing /	
5 – Accepted Best	D – Employee Practices	Preventative	
Practices			

Classroom and Office Section		Yes	No	NA	Priority	Recommendations	
	1	Are classroom decorations displayed in		Х		3,4 - C,D - N	1 - NC 2014-027
		a safe and acceptable manner?					

## CLASSROOM AND OFFICE INSPECTION RECOMMENDATIONS

#### Classroom and Office Section

## 1. Are classroom decorations displayed in a safe and acceptable manner?

## Recommendation Number: 2014-027

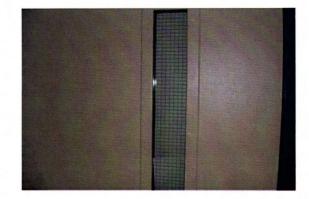
#### **Observations:**

- Paper was observed over the windows of the classroom doors.
- This practice compromises the security of the room's occupants and violates the requirement to keep doors free of decorations.



- This practice should be discontinued.
- No paper or combustible items should be placed on the door.
- The windows in the doors should be kept unobstructed to help reduce the risk of collision between persons using the doors from opposite sides and to ensure that the security of the rooms can be viewed from the hall.

- Good Loss Prevention Practices
- NFPA 1, Chapter 4 Means of Egress
- IFC, Chapter 10 Means of Egress



# ATHLETIC AREAS, GYMNASIUM, AND LOCKER ROOM INSPECTIONS

Contact: Robert Archuleta, Principal

Auditor: James Dorn

Member Agency: Espanola Public Schools

Client: NMPSIA

Inspection Concluded: April 1, 2014

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1 – Egress Issue	A – Facilities/Planning	I – Immediate	C – Capital
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Legal Issue	Procedures	O – Ongoing /	
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Practices			

Athletic Areas, Gymnasium, and Locker Room Section		Yes	No	NA	Priority	Recommendations
1	Are athletic areas, equipment, and facilities otherwise free of apparent hazards?		Х		2,5 - A - M	- NC 2014-028

# ATHLETIC AREAS, GYMNASIUM, AND LOCKER ROOM INSPECTIONS RECOMMENDATIONS

## Athletic Areas, Gymnasium, and Locker Room Section

1. Are athletic areas, equipment, and facilities otherwise free of apparent hazards?

### **Recommendation Number: 2014-028**

#### **Observations:**

Metal chain basketball nets were in use.
 These nets pose an increased risk of injury.

#### Recommendations:

 The chain nets should be removed and replaced with linen or nylon fabric nets or the hoops left without nets.

#### Standards:

Good Loss Prevention Practices



# **END OF DOCUMENT**



# Poms & Associates

Risk Services

# **NMPSIA**

# **Espanola Public Schools**

Alcade Elementary School

Loss Control & Safety Audit



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### **EXECUTIVE SUMMARY**

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# **GENERAL CONDITIONS INSPECTION**

Contact: Theresa Flores, Principal

Auditor: James Dorn

Member Agency: Espanola Public Schools

Client: NMPSIA

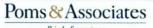
**Inspection Concluded:** March 17, 2014

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Legal Issue	Procedures	O – Ongoing /	
5 – Accepted Best	D – Employee Practices	Preventative	
Practices			

Exterior Areas		Yes	No	NA	Priority	Recommendations		
1	Is turf in good condition; is landscape well-groomed and free of overhang, concealment, or other potential hazards?		Х		3,5 - B - L -	NC 2014-001		
Build	ing Conditions	Yes	No	NA	Priority	Recommendations		
2	Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?		Х		2,4,5 - A,B - NC	M - 2014-002		
Door	s, Exits, and Means of Egress	Yes	No	NA	Priority	Recommendations		
3	Are exits and exit paths unobstructed and regularly inspected, and are doors free of inappropriate locks?		Х		1,4 - B,C,D · NC	- H - 2014-003		
Emer	gency Action Equipment & Systems	Yes	No	NA	Priority	Recommendations		
4	Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with service tags?		Х		3,4 - B,C,D · NC	- M - 2014-004		



Mechanical and Utility Systems		Yes	No	NA	Priority	Recommendations
5	Are electrical panels and utility shutoff switches and valves unobstructed, properly labeled or identified, and protected from tampering; and do visible system components appear to be in good condition?		Х		4 - B - M - N	NC 2014-005
Hou	sekeeping and Storage Practices	Yes	No	NA	Priority	Recommendations
6	Are storage areas uncluttered with adequate aisles maintained, and is overhead storage secured with sufficient clearance to the ceiling or sprinkler heads?		Х		2,3,4 - B,D · NC	- M - 2014-006
7	Is the premises free of the accumulation of trash, debris, or the unsafe storage of combustibles?		Х		5 - B,D - O -	- NC 2014-007



# GENERAL CONDITIONS INSPECTION RECOMMENDATIONS

#### **Exterior Areas**

1. Is turf in good condition; is landscape well-groomed and free of overhang, concealment, or other potential hazards?

Recommendation Number: 2014-001

#### **Observations:**

Several dead trees were observed.

#### Recommendations:

Remove/replace dead vegetation.

#### Standards:

- Good Loss Prevention Practices
- IPMC, Section 302 Exterior Property Areas



# **Building Conditions**

2. Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?

Recommendation Number: 2014-002

#### **Observations:**

- Some areas appeared to have inadequate illumination.
- Low illumination from some light fixtures caused by accumulation of dead insects.

#### **Recommendations:**

 Light fixtures should be cleaned and sealed as necessary.

### Standards:

NMAC 6.27.30 - Statewide Adequacy Standards



# Doors, Exits, and Means of Egress

# 3. Are exits and exit paths unobstructed and regularly inspected, and are doors free of inappropriate locks?

# Recommendation Number: 2014-003 Observations:

- One or more exit aisles, doors, and/or pathways were obstructed.
- These obstructions may prevent quick and safe egress in an emergency.

#### Recommendations:

- Obstructions should be removed.
- A minimum clearance that is equal to the width of the door and six feet deep must be maintained on both sides of an exit.





29 CFR 1910, Subpart E - Exit Routes, Emergency Action Plans, and Fire Prevention Plans

# **Emergency Action Equipment & Systems**

4. Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with service tags?

Recommendation Number: 2014-004

#### **Observations:**

 Monthly fire extinguisher inspections are not being conducted.

#### Recommendations:

The fire extinguishers should be inspected on a monthly basis to ensure that:

they are properly wall mounted;

the seals and pull pins are still intact; and

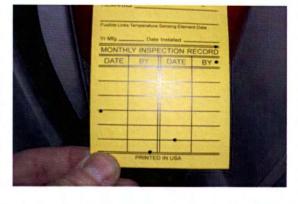
the units are fully charged and ready for use.

 The monthly inspection should be documented with the inspector's initials on the back of the annual inspection tag.

#### Standards:

29 CFR 1910, Subpart L - Fire Protection







## **Mechanical and Utility Systems**

5. Are electrical panels and utility shutoff switches and valves unobstructed, properly labeled or identified, and protected from tampering; and do visible system components appear to be in good condition?

# **Recommendation Number: 2014-005**

#### **Observations:**

 The boxes were not locked to prevent unauthorized access.

#### Recommendations:

 All exterior utility controls should be covered and locked, or otherwise controlled, to prevent unauthorized access.

#### Standards:

- Good Loss Prevention Practices
- 29 CFR 1910, Subpart S Electrical



# **Housekeeping and Storage Practices**

6. Are storage areas uncluttered with adequate aisles maintained, and is overhead storage secured with sufficient clearance to the ceiling or sprinkler heads?

#### Recommendation Number: 2014-006

#### Observations:

 The housekeeping needed improvement in some places.

#### Recommendations:

- The area should be maintained in a neat and orderly manner, free from any condition that would create a fire or life hazard or a condition which would add to or contribute to the rapid spread of fire.
- All areas should be cleaned and organized to reduce injury and property damage hazards.

#### Standards:

29 CFR 1910, Subpart D - Walking-Working Surfaces



# 7. Is the premises free of the accumulation of trash, debris, or the unsafe storage of combustibles?

**Recommendation Number: 2014-007** 

#### Observations:

 Trash and debris were strewn around some areas of the campus.

#### Recommendations:

- Frequent, at least daily, inspections of the grounds should be made to find and remove debris and trash.
- Since debris tends to attract more debris, it should be removed promptly upon discovery.

#### Standards:

Good Loss Prevention Practices





# **CLASSROOM AND OFFICE INSPECTION**

**Contact:** Theresa Flores, Principal

Auditor: James Dorn

Member Agency: Espanola Public Schools

Client: NMPSIA

Inspection Concluded: March 17, 2014

Hazard Type	Hazard Scope	<b>Hazard Urgency</b>	Capital
1 – Egress Issue	A – Facilities/Planning	I – Immediate	C – Capital
2 - Injury Hazard	B – Custodial or	H – High	NC - Non-
3 – Property Loss	Maintenance	M – Medium	Capital
4 – Regulatory or	C – Policy and/or	L – Low	
Legal Issue	Procedures	O – Ongoing /	
5 – Accepted Best	D – Employee Practices	Preventative	
Practices			

Classroom and Office Section		Yes	No	NA	Priority	Reco	Recommendations	
1	Are classroom decorations displayed in a safe and acceptable manner?		Х		3,4,5 - C,D - NC	M -	2014-008	

### CLASSROOM AND OFFICE INSPECTION RECOMMENDATIONS

### **Classroom and Office Section**

1. Are classroom decorations displayed in a safe and acceptable manner?

**Recommendation Number: 2014-008** 

#### Observations:

- Paper and/or other combustible materials were suspended from the ceilings or light fixtures.
   Suspending paper from ceilings can increase the spread of fire. Suspending paper from lights increases the fire hazard, as the lights are a potential ignition source.
- Hanging decorations may also trigger false alarms involving motion detection systems.

#### **Recommendations:**

Paper, string, and/or other artwork hanging from light fixtures should be removed. If artwork is suspended from the ceiling, it should be of minimal volume so as to not create an additional fire spread hazard and it should be maintained at least 80 inches or higher from the floor.

- IFC, Chapter 3 General Precautions Against Fire
- NFPA 1, Chapter 3 General Provisions

# PLAYGROUND CONDITIONS INSPECTION DISCLAIMER

This report was completed by James Dorn, a Certified Playground Safety Inspector. The playground conditions and features were compared with the requirements of playground safety standards published by the U.S. Consumer Product Safety Commission and ASTM International. Some recommendations are based upon insurance claim information and professional judgment.

A photograph and/or an observation, location, recommendation, and/or standard citation may accompany checkmarks in the "No" column of the inventory of structures. Detailed observations and structure-specific recommendations are found on the pages following the inventory of structures. Some items marked as "No" or "Unacceptable" in the inventory list may not necessarily be noncompliant with standards; these items are marked as such when ongoing maintenance recommendations are made. In addition, some conditions could not be determined or verified and their acceptability may be marked as "No" or "Unacceptable" in the report. It is your organization's responsibility to determine the acceptability of each condition and to address hazards and concerns.

The photographs are representative of concerns or issues documented during the audit process. These conditions may exist in multiple locations on the same site; therefore, the photographs should be considered representatives of these conditions and not depictions of every instance where these issues were observed. In addition, this report represents the conditions that were apparent at the time of the visit. Hazardous conditions are dynamic in nature and therefore may change, improve, or worsen after completion of the audit process.

Loss control is a daily responsibility of your District's management. NMPSIA's visits and related efforts made by Poms & Associates are not considered or intended by NMPSIA, to be a substitute for all or part of your District's comprehensive loss control program. Any recommendations made by NMPSIA are drawn from information provided by your organization and the conditions observed at the time of the visit. This information does not necessarily address each and every possible loss potential, code, statutory violation, or exception to good practices and procedures. The absence of a comment or recommendation does not necessarily mean that the conditions are a representation of compliance with all acceptable codes and statutes, conformation with good practices and procedures, and/or an absence of loss potential.



# PLAYGROUND CONDITIONS INSPECTION

Contact: Theresa Flores, Principal

Auditor: James Dorn

Member Agency: Espanola Public Schools

Client: NMPSIA

Inspection Concluded: March 17, 2014

Hazard Type	Hazard Scope	<b>Hazard Urgency</b>	Capital
1 – Egress Issue	A – Facilities/Planning	I – Immediate	C – Capital
2 – Injury Hazard	B – Custodial or	H – High	NC - Non-
3 – Property Loss	Maintenance	M – Medium	Capital
4 – Regulatory or	C - Policy and/or	L – Low	
Legal Issue	Procedures	O – Ongoing /	
5 – Accepted Best	D – Employee Practices	Preventative	
Practices			

Playground Conditions Inspection		Yes	No	NA	Priority	Recommendations	
1	Are playground structures equipped with a shock absorbing surface of an appropriate type and depth beneath them?		Х		2,4 - B,C - C	- NC	2014-009
2	Is an accessible path provided to all play structures, and are an appropriate number of play events provided for persons with disabilities?		Х		2,4 - A,C - H	- NC	2014-010
3	Are playgrounds, play areas, and equipment otherwise free of apparent hazards?		Х		2,3 - A,B - L	- NC	2014-011

## PLAYGROUND CONDITIONS INSPECTION RECOMMENDATIONS

# **Playground Conditions Inspection**

1. Are playground structures equipped with a shock absorbing surface of an appropriate type and depth beneath them?

Recommendation Number: 2014-009
Observations:

 The protective surfacing around and under the equipment was too deep in some areas and was overflowing the barrier.

#### Recommendations:

- Protective surfacing should be installed and maintained throughout the entire use zone of the equipment being protected.
- The protective surfacing should be maintained in all areas of the equipment use zone so that it provides adequate protection for the maximum height of the equipment.

- Good Loss Prevention Practices
- CPSC, Publication 325, Public Playground Safety Handbook





# 2. Is an accessible path provided to all play structures, and are an appropriate number of play events provided for persons with disabilities?

Recommendation Number: 2014-010

## **Observations:**

 Accessible path requires transition from concrete through dirt to ramp.

#### Recommendations:

 An accessible route to the playgrounds and an accessible protective surfacing material should be provided to all playgrounds in accordance with the performance requirements of Specifications F1951 of the ASTM and the Play Area Accessibility
 Guidelines of the United States Access Board.



### Standards:

- Americans with Disabilities Act
- 36 CFR, Part 1191 Accessibility Guidelines for Buildings and Facilities: Play Areas

## 3. Are playgrounds, play areas, and equipment otherwise free of apparent hazards?

Recommendation Number: 2014-011

#### **Observations:**

- Concrete playground surfacing barrier/berm was cracked and damaged.
- Continued deterioration could lead to more damage and trip/fall hazards.

#### **Recommendations:**

Repair as necessary.

- Good Loss Prevention Practices
- CPSC, Publication 325, Public Playground Safety Handbook







# **END OF DOCUMENT**

## **Crystal Garcia**

From: Susan Baca-Garcia <sbaca-garcia@pomsassoc.com>

**Sent:** Monday, April 14, 2014 4:08 PM danny.trujillo@k12espanola.org

Cc: james.dorn@state.nm.us

Subject: Carlos F Vigil MS and Alcade Elementary - Espanola Public Schools

Attachments: 2014\_04\_01\_Carlos\_F.\_Vigil\_Middle School.pdf; 2014\_03\_17

\_Alcade\_Elementary\_School.pdf

Importance: High

Mr. Trujillo:

Attached are the Loss Control & Safety Audits prepared for Carlos F. Vigil Middle School & Alcade Elementary School by James Dorn, Risk Services Consultant, for the New Mexico Public School Insurance Authority (NMPSIA).

Should you have questions or if we can be of further assistance with safety and/or risk related matters, please feel free to contact Mr. Dorn at (800) 548-3724 or myself at (505) 797-1354.

Thank You,

# Susan Baca-Garcia

Administrative Assistant



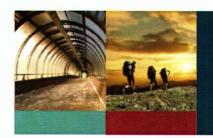
Poms & Associates Risk Services 320 Osuna NE, Suite C-1 | Albuquerque, NM 87107 505-797-1354 | Fax 505-797-1432 sbaca-garcia@pomsassoc.com

#### www.pomsassoc.com

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# Poms & Associates

Risk Services

# **NMPSIA**

# **Espanola Public Schools**

Carlos F. Vigil Middle School

Loss Control & Safety Audit



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### **EXECUTIVE SUMMARY**

This report contains the findings of an independent Loss Control & Safety Audit of Carlos F. Vigil Middle School. The audit was conducted on April 1, 2014, on behalf of the Espanola Public Schools, and at the request of NMPSIA.

A photograph and/or an observation, location, recommendation, and/or standard citation may accompany checkmarks in the "No" column of the checklists. Detailed observations and recommendations are found on the pages following the checklists. Information was gathered from onsite physical conditions and from statements made by your organization's staff. Some items marked as "No" or "Unacceptable" may not necessarily be noncompliant with standards; these items are marked as such when ongoing maintenance recommendations are made. In addition, some conditions could not be determined or verified and their acceptability may be marked as "No" or "Unacceptable" in the report. It is your organization's responsibility to determine the acceptability of each condition and to address hazards and concerns.

The photographs are representative of concerns or issues documented during the audit process. These conditions may exist in multiple locations on the same site; therefore, the photographs should be considered representatives of these conditions and not depictions of every instance where these issues were observed. In addition, this report represents the conditions that were apparent at the time of the visit. Hazardous conditions are dynamic in nature and therefore may change, improve, or worsen after completion of the audit process.

The Loss Control & Safety Audit is based upon an overview of the hazards and loss exposures of your organization and its sites. Every part of every building and location is not normally visited. Some areas may not be accessible at the time of the audit or may inadvertently be missed. Your organization is encouraged to act upon the recommendations made in the Loss Control & Safety Audit, with or without photographs, in a timely manner wherever and whenever the conditions may be found within your organization.

Loss control is a daily responsibility of your District's management. NMPSIA's visits and related efforts made by Poms & Associates are not considered or intended by NMPSIA, to be a substitute for all or part of your District's comprehensive loss control program. Any recommendations made by NMPSIA are drawn from information provided by your organization and the conditions observed at the time of the visit. This information does not necessarily address each and every possible loss potential, code, statutory violation, or exception to good practices and procedures. The absence of a comment or recommendation does not necessarily mean that the conditions are a representation of compliance with all acceptable codes and statutes, conformation with good practices and procedures, and/or an absence of loss potential.



The Poms & Associates staff extends its thanks to Robert Archuleta, Principal, and the staff of Carlos F. Vigil Middle School for their cooperation and assistance during this audit. We welcome any questions or comments. Inquiries regarding the physical locations, findings, or the referenced standards may be addressed to Poms & Associates at (800) 898-6236 or to NMPSIA at 1-800-548-3724.

# **GENERAL CONDITIONS INSPECTION**

Contact: Robert Archuleta, Principal

Auditor: James Dorn

Member Agency: Espanola Public Schools

Client: NMPSIA

Inspection Concluded: April 1, 2014

Hazard Type	<b>Hazard Scope</b>	<b>Hazard Urgency</b>	Capital
1 – Egress Issue	A – Facilities/Planning	I – Immediate	C – Capital
2 – Injury Hazard	B – Custodial or	H – High	NC - Non-
3 – Property Loss	Maintenance	M – Medium	Capital
4 – Regulatory or	C – Policy and/or	L – Low	
Legal Issue	Procedures	O – Ongoing /	
5 – Accepted Best	D – Employee Practices	Preventative	
Practices			

Exterior Areas		Exterior Areas			s No	No N	NA	Priority	Recommendations	
1	Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?		Х		2,4 - B - M -	NC 2014-001				
Buile	ding Conditions	Yes	No	NA	Priority	Recommendations				
2	Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?		Х		2,4 - B - M - 5 - B - L - NO 2,5 - B - L - I 2,4 - B - O -	2014-003 NC 2014-004				
3	Do building structures and finish materials appear to be in good condition and free of visible deterioration?		Х		3,4 - A,B - L 3,5 - B - L - I					
4	Was the building free of apparent leaks or other obvious water intrusion?		х		3,4 - B - M -	NC 2014-008				



-	December of a Winner of the form		· ·		224 2 1		2044 000
5	Do walls and ceilings appear to be of		X		2,3,4 - B - N		2014-009
	an appropriate type and condition?				2,3,4 - B,C -	M -	2014-010
					NC		
					2,3,4 - B,C -	M -	2014-011
				1	NC		
					3,5 - B - O -	NC	2014-012
					2,3,5 - B - N	1 - NC	2014-013
6	Are floors and floor coverings of an		Х		2,4 - A,B - N	1 - NC	2014-014
	appropriate type and condition?				2,5 - B - M -	NC	2014-015
Door	s, Exits, and Means of Egress	Yes	No	NA	Priority	Recoi	mmendations
7	Are "EXIT" and "NOT AN EXIT" signs		Х		1,4 - A,B - H	- NC	2014-016
	installed?				1,4 - B - H -	NC	2014-017
Emer	gency Action Equipment & Systems	Yes	No	NA	Priority	Reco	mmendations
8	Are the appropriate types of fire		Х		3,4 - B,C,D -	M -	2014-018
	extinguishers properly installed,				NC		
	unobstructed, inspected on a monthly				3,4 - B - M -	NC	2014-019
	and annual basis, and equipped with				o,		
	service tags?						
9	Are alarm systems installed and tested		Х		2,3,4 - A,B -	H -	2014-020
	on a regular basis, and are pull stations				NC		
	and alarm panels unobstructed?						
Mech	nanical and Utility Systems	Yes	No	NA	Priority	Reco	mmendations
10	Are HVAC systems and compressors in		X		5 - B,D - O -	NC	2014-021
	good condition, properly maintained,				5 - B,D - O -	NC	2014-022
	and permitted as required?						1,0,0
11	Are plumbing systems and fixtures in		X		4 - B - M - N	IC	2014-023
	good condition and free from damage				2,4 - B - M -	NC	2014-024
	or leaking?						
A STATE OF THE PARTY OF THE PAR	oled Access	Yes	No	NA	Priority		mmendations
12	Are an appropriate number of parking		X		4 - A,B - M -	NC	2014-025
	spaces designated for disabled						
	persons, and are they properly						
	designed, constructed, and signed?						
100000000000000000000000000000000000000	ral Conditions – Other	Yes	No	NA	Priority	THE RESIDENCE OF THE PARTY OF T	mmendations
13	Are other general conditions free of		X		3,5 - A,C - N	1 - NC	2014-026
	apparent hazards or concerns?						



### GENERAL CONDITIONS INSPECTION RECOMMENDATIONS

#### **Exterior Areas**

1. Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?

# Recommendation Number: 2014-001 Observations:

 Some of the paved areas had minor deterioration that, if left unrepaired, could worsen and result in trip/fall hazards.

#### Recommendations:

 The pavement condition should be closely monitored and repairs made as needed.

#### Standards:

 NMAC 6.27.30 - Statewide Adequacy Standards



# **Building Conditions**

2. Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?

Recommendation Number: 2014-002

## Observations:

 The illumination in some areas was dim due to burned out light bulbs.

#### Recommendations:

 The burned out light bulbs should be replaced.

- NMAC 6.27.30 Statewide Adequacy Standards
- IPMC, Section 402 Light



# Recommendation Number: 2014-003 Observations:

- Some of the light fixtures were missing diffusers.
- Light diffusers reduce glare, protect the light bulbs from damage, and reduce the hazards created by broken glass should bulbs break.

### Recommendations:

- Missing light diffusers should be replaced.
- Specially designed plastic sleeves may be used in place of light diffusers for fluorescent light bulbs.



IPMC, Section 605 - Electrical Equipment

# Recommendation Number: 2014-004 Observations:

- Exposed light sockets were present where light bulbs were missing.
- The exposed light sockets increase the risks of electric shock and fire incidents.

#### Recommendations:

 Light bulbs should be placed in all open light sockets, or the circuit de-energized, locked and tagged out of service.

#### Standards:

IPMC, Section 605 - Electrical Equipment





# Recommendation Number: 2014-005 Observations:

- An accumulation of dirt was visible in the diffusers for some of the overhead lights.
- Some of the light diffusers appeared to be yellowed.

### **Recommendations:**

 Dirty light fixtures should be cleaned so that illumination is not impaired.

- NMAC 6.27.30 Statewide Adequacy Standards
- IPMC, Section 402 Light



# 3. Do building structures and finish materials appear to be in good condition and free of visible deterioration?

## **Recommendation Number: 2014-006**

#### **Observations:**

- The stucco exterior of one or more buildings was damaged.
- The damaged area exposes the building interior structure to the weather elements, and compromises the building's fire safety.

#### **Recommendations:**

The damaged areas should be repaired.

#### Standards:

IPMC, Section 304 - Exterior Structure



# Recommendation Number: 2014-007

#### **Observations:**

Awnings were observed to be damaged.

#### **Recommendations:**

Repair or replace as necessary.

#### Standards:

Good Loss Prevention Practices



# 4. Was the building free of apparent leaks or other obvious water intrusion?

# Recommendation Number: 2014-008

#### Observations:

- Evidence of leaks and/or other water intrusion was present.
- Water intrusion and the presence of moisture in building materials can foster the growth of mold and mildew.

#### Recommendations:

- The source of the water intrusion should be determined and corrective action taken to prevent recurrence.
- Wall coverings, ceiling tiles, floor coverings, and wall and ceiling insulation should be inspected to identify the presence of damage or mold growth. Both exposed and concealed surfaces should be inspected.
- Damaged and contaminated materials should be removed and disposed of in a way that prevents their continued use.
- The entire damaged or contaminated area should be cleaned and disinfected with an effective fungicide prior to installing new materials.



- NMAC 6.27.30 Statewide Adequacy Standards
- IPMC, Section 305 Interior Structures





# 5. Do walls and ceilings appear to be of an appropriate type and condition?

# Recommendation Number: 2014-009

#### Observations:

- Loose suspended ceiling tiles were observed.
- These conditions pose falling object hazards that could result in personal injury.

#### Recommendations:

 All suspended ceiling tiles should be properly aligned to help ensure that they do not drop onto furnishings and persons.

#### Standards:

- Good Loss Prevention Practices
- IPMC, Section 305 Interior Structures



# Recommendation Number: 2014-010 Observations:

- Some ceiling tiles were missing. The space left by the missing ceiling tile may be adjacent to heat and/or smoke detectors, which could cause the smoke/heat detection system to function improperly.
- Missing ceiling tiles compromise building fire safety and pose an attractive nuisance.

#### Recommendations:

Missing ceiling tiles should be replaced and maintained in place.

#### Standards:

IPMC, Section 703 - Fire-Resistance Ratings



# Recommendation Number: 2014-011 Observations:

- Holes were observed in some of the ceilings.
- The holes compromise the fire safety of the structure, and they provide an entry point for insects and vermin.

# **Recommendations:**

The holes should be sealed.

- Good Loss Prevention Practices
- IPMC, Section 703 Fire-Resistance Ratings



# Recommendation Number: 2014-012 Observations:

- The wall covering observed in one or more areas was damaged and/or peeling.
- The damaged areas pose an attractive nuisance and invite more damage.

#### **Recommendations:**

 Any damage to the walls or wall coverings should be repaired.

- Good Loss Prevention Practices
- IPMC, Section 305 Interior Structures







# Recommendation Number: 2014-013 Observations:

- Some of the baseboard molding observed was damaged or missing.
- This condition poses trip/fall hazards.

## **Recommendations:**

 Damaged or missing molding should be repaired or replaced as necessary.

- Good Loss Prevention Practices
- IPMC, Section 305 Interior Structures



# 6. Are floors and floor coverings of an appropriate type and condition?

#### Recommendation Number: 2014-014

#### **Observations:**

- Some of the floor tiles were damaged.
- Some of the damaged floor tiles or their adhesive may contain asbestos, which could present an asbestos exposure hazard.

#### Recommendations:

- The site Asbestos Management Plan should be reviewed to determine if the flooring contains asbestos.
- Damaged flooring that does not contain asbestos should be removed and replaced.
- Damaged flooring that contains asbestos should be abated in accordance with AHERA requirements.
- Missing and damaged floor tiles should be repaired and/or replaced to reduce trip/fall hazards.

## Standards:

- 40 CFR, Part 763 Asbestos
- IPMC, Section 305 Interior Structures





# Recommendation Number: 2014-015 Observations:

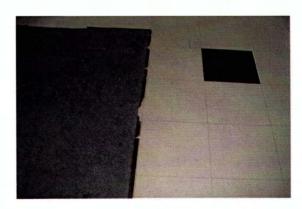
 Some of the doormats were torn, curled, and/or damaged. This condition poses trip/fall hazards.

### **Recommendations:**

 Damaged or curled doormats should be replaced with heavy-duty commercial doormats equipped with nonslip backing.

#### Standards:

Good Loss Prevention Practices



# Doors, Exits, and Means of Egress

# 7. Are "EXIT" and "NOT AN EXIT" signs installed?

# Recommendation Number: 2014-016

#### **Observations:**

 One or more of the illuminated exit signs were not illuminated; therefore, we could not determine if they were fully functional.

#### Recommendations:

- The exit signs should be activated to determine if they are fully functional.
- Exit signs should be provided with bulbs for all sockets so that the signs are still illuminated even if one bulb fails.
- Exit signs should be inspected on a regular basis to ensure that they are functional at all times.

### Standards:

- IFC, Chapter 10 Means of Egress
- NFPA 101, Chapter 5 Means of Egress





# Recommendation Number: 2014-017 Observations:

Some exit signs were damaged and/or broken.

#### Recommendations:

- Damaged exit signs should be repaired.
- Exit signs should be provided with bulbs for all sockets, so that the signs are still illuminated even if one bulb fails.
- Illuminated exit signs should be installed above exits to ensure that exit routes are properly identified.
- Illuminated exit signs should be properly installed.

- NFPA 101, Chapter 5 Means of Egress
- IFC, Chapter 10 Means of Egress



# **Emergency Action Equipment & Systems**

8. Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with service tags?

### Recommendation Number: 2014-018

#### **Observations:**

 Monthly fire extinguisher inspections are not being conducted.

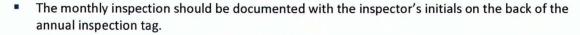
#### Recommendations:

The fire extinguishers should be inspected on a monthly basis to ensure that:

they are properly wall mounted;

the seals and pull pins are still intact; and

the units are fully charged and ready for use.



#### Standards:

29 CFR 1910, Subpart L - Fire Protection

# Recommendation Number: 2014-019

#### **Observations:**

 One or more fire extinguishers were not serviced during the last annual service.

#### Recommendations:

- The units that were not inspected should be replaced with fully charged and recently inspected fire extinguishers.
- Consideration should be given to numbering each fire extinguisher location and

developing a map to show each fire extinguisher location to reduce the potential for overlooking one of the fire extinguishers during the servicing process.

 In addition, the annual fire extinguisher service provider should be required to annually change the color of the inspection tags. The difference in tag color would increase the ease of identifying overlooked fire extinguishers.

#### Standards:

29 CFR 1910, Subpart L - Fire Protection



# 9. Are alarm systems installed and tested on a regular basis, and are pull stations and alarm panels unobstructed?

**Recommendation Number: 2014-020** 

## **Observations:**

A smoke/heat detector was missing.

## **Recommendations:**

Replace missing detectors as necessary.

### Standards:

■ IPMC, Section 704 - Fire Protection Systems



# **Mechanical and Utility Systems**

# 10. Are HVAC systems and compressors in good condition, properly maintained, and permitted as required?

# Recommendation Number: 2014-021

## **Observations:**

- Some ventilation grills were missing.
- Missing vent covers or register grills pose an attractive nuisance. In addition, conditioned air is not properly directed or diffused.

## **Recommendations:**

 Missing vent covers or register grills should be replaced.

#### Standards:

Good Loss Prevention Practices



# Recommendation Number: 2014-022 Observations:

- Some ventilation grills were damaged.
- Damaged vent covers or register grills pose an attractive nuisance. In addition, conditioned air is not properly directed or diffused.

#### **Recommendations:**

 Damaged vent covers or register grills should be replaced.

#### Standards:

Good Loss Prevention Practices



# 11. Are plumbing systems and fixtures in good condition and free from damage or leaking?

# **Recommendation Number: 2014-023**

## **Observations:**

Some restroom stalls were missing doors.

## **Recommendations:**

Replace restroom stall doors as necessary.

## Standards:

IPMC, Section 305 - Interior Structures





# Recommendation Number: 2014-024

#### **Observations:**

 One or more of the drinking fountains were broken and inoperative.

### **Recommendations:**

 Broken drinking fountains should be repaired or replaced as necessary.

#### Standards:

- Good Loss Prevention Practices
- IPMC, Section 504 Plumbing Systems and Fixtures





### **Disabled Access**

12. Are an appropriate number of parking spaces designated for disabled persons, and are they properly designed, constructed, and signed?

## **Recommendation Number: 2014-025**

## **Observations:**

 The required elevated signs designating accessible parking spaces were not provided.

### **Recommendations:**

 The required elevated, accessible parking signs should be provided. The signs may be post-mounted or mounted to a building or fence.



## Standards:

ADA - ADAAG 4.6 - Parking and Passenger Loading Zones

### General Conditions - Other

# 13. Are other general conditions free of apparent hazards or concerns?

## Recommendation Number: 2014-026

#### **Observations:**

 Student lockers were present but not in use. Eliminating student lockers may reduce vandalism, contraband, and harassment incidents.

### **Recommendations:**

- Consideration should be given to removing the lockers.
- If the District chooses to retain the lockers, any damaged lockers should be repaired or replaced.
- If lockers are retained and used, they should be assigned by grade level to reduce the likelihood of harassment between grade levels.



Good Loss Prevention Practices



# **CLASSROOM AND OFFICE INSPECTION**

Contact: Robert Archuleta, Principal

Auditor: James Dorn

Member Agency: Espanola Public Schools

Client: NMPSIA

Inspection Concluded: April 1, 2014

Hazard Type	Hazard Scope	<b>Hazard Urgency</b>	Capital
1 – Egress Issue	A – Facilities/Planning	I – Immediate	C – Capital
2 - Injury Hazard	B – Custodial or	H – High	NC - Non-
3 – Property Loss	Maintenance	M – Medium	Capital
4 – Regulatory or	C - Policy and/or	L – Low	
Legal Issue	Procedures	O – Ongoing /	
5 – Accepted Best	D – Employee Practices	Preventative	
Practices			

Class	room and Office Section	Yes	No	NA	Priority	Recommendations
1	Are classroom decorations displayed in a safe and acceptable manner?		Х		3,4 - C,D - M	1 - NC 2014-027

## **CLASSROOM AND OFFICE INSPECTION RECOMMENDATIONS**

## **Classroom and Office Section**

## 1. Are classroom decorations displayed in a safe and acceptable manner?

## **Recommendation Number: 2014-027**

### **Observations:**

- Paper was observed over the windows of the classroom doors.
- This practice compromises the security of the room's occupants and violates the requirement to keep doors free of decorations.



- This practice should be discontinued.
- No paper or combustible items should be placed on the door.
- The windows in the doors should be kept unobstructed to help reduce the risk of collision between persons using the doors from opposite sides and to ensure that the security of the rooms can be viewed from the hall.

- Good Loss Prevention Practices
- NFPA 1, Chapter 4 Means of Egress
- IFC, Chapter 10 Means of Egress



# ATHLETIC AREAS, GYMNASIUM, AND LOCKER ROOM INSPECTIONS

Contact: Robert Archuleta, Principal

Auditor: James Dorn

Member Agency: Espanola Public Schools

Client: NMPSIA

Inspection Concluded: April 1, 2014

<b>Hazard Type</b>	Hazard Scope	<b>Hazard Urgency</b>	Capital
1 – Egress Issue	A – Facilities/Planning	I – Immediate	C - Capital
2 - Injury Hazard	B – Custodial or	H – High	NC - Non-
3 – Property Loss	Maintenance	M – Medium	Capital
4 – Regulatory or	C – Policy and/or	L – Low	
Legal Issue	Procedures	O – Ongoing /	
5 – Accepted Best	D – Employee Practices	Preventative	
Practices			

Athl	etic Areas, Gymnasium, and Locker Room ion	Yes	No	NA	Priority	Recommendations
1	Are athletic areas, equipment, and		Х		2,5 - A - M -	- NC 2014-028
	facilities otherwise free of apparent					
	hazards?					

# ATHLETIC AREAS, GYMNASIUM, AND LOCKER ROOM INSPECTIONS RECOMMENDATIONS

# Athletic Areas, Gymnasium, and Locker Room Section

1. Are athletic areas, equipment, and facilities otherwise free of apparent hazards?

Recommendation Number: 2014-028

#### **Observations:**

Metal chain basketball nets were in use.
 These nets pose an increased risk of injury.

## **Recommendations:**

 The chain nets should be removed and replaced with linen or nylon fabric nets or the hoops left without nets.

### Standards:

Good Loss Prevention Practices



# **END OF DOCUMENT**



# Poms & Associates

Risk Services

# **NMPSIA**

# **Espanola Public Schools**

Alcade Elementary School

Loss Control & Safety Audit



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### EXECUTIVE SUMMARY

This report contains the findings of an independent Loss Control & Safety Audit of Alcade Elementary School. The audit was conducted on March 17, 2014, on behalf of the Espanola Public Schools, and at the request of NMPSIA.

A photograph and/or an observation, location, recommendation, and/or standard citation may accompany checkmarks in the "No" column of the checklists. Detailed observations and recommendations are found on the pages following the checklists. Information was gathered from onsite physical conditions and from statements made by your organization's staff. Some items marked as "No" or "Unacceptable" may not necessarily be noncompliant with standards; these items are marked as such when ongoing maintenance recommendations are made. In addition, some conditions could not be determined or verified and their acceptability may be marked as "No" or "Unacceptable" in the report. It is your organization's responsibility to determine the acceptability of each condition and to address hazards and concerns.

The photographs are representative of concerns or issues documented during the audit process. These conditions may exist in multiple locations on the same site; therefore, the photographs should be considered representatives of these conditions and not depictions of every instance where these issues were observed. In addition, this report represents the conditions that were apparent at the time of the visit. Hazardous conditions are dynamic in nature and therefore may change, improve, or worsen after completion of the audit process.

The Loss Control & Safety Audit is based upon an overview of the hazards and loss exposures of your organization and its sites. Every part of every building and location is not normally visited. Some areas may not be accessible at the time of the audit or may inadvertently be missed. Your organization is encouraged to act upon the recommendations made in the Loss Control & Safety Audit, with or without photographs, in a timely manner wherever and whenever the conditions may be found within your organization.

Loss control is a daily responsibility of your District's management. NMPSIA's visits and related efforts made by Poms & Associates are not considered or intended by NMPSIA, to be a substitute for all or part of your District's comprehensive loss control program. Any recommendations made by NMPSIA are drawn from information provided by your organization and the conditions observed at the time of the visit. This information does not necessarily address each and every possible loss potential, code, statutory violation, or exception to good practices and procedures. The absence of a comment or recommendation does not necessarily mean that the conditions are a representation of compliance with all acceptable codes and statutes, conformation with good practices and procedures, and/or an absence of loss potential.



The Poms & Associates staff extends its thanks to Theresa Flores, Principal, and the staff of Alcade Elementary School for their cooperation and assistance during this audit. We welcome any questions or comments. Inquiries regarding the physical locations, findings, or the referenced standards may be addressed to Poms & Associates at (800) 898-6236 or to NMPSIA at 1-800-548-3724.

# **GENERAL CONDITIONS INSPECTION**

**Contact:** Theresa Flores, Principal

Auditor: James Dorn

Member Agency: Espanola Public Schools

Client: NMPSIA

**Inspection Concluded:** March 17, 2014

Hazard Type	Hazard Scope	<b>Hazard Urgency</b>	Capital
1 – Egress Issue	A – Facilities/Planning	I – Immediate	C – Capital
2 – Injury Hazard	B – Custodial or	H – High	NC - Non-
3 – Property Loss	Maintenance	M – Medium	Capital
4 – Regulatory or	C – Policy and/or	L – Low	
Legal Issue	Procedures	O – Ongoing /	
5 – Accepted Best	D – Employee Practices	Preventative	
Practices			

ior Areas	Yes	No	NA	Priority	Recommendations
Is turf in good condition; is landscape well-groomed and free of overhang, concealment, or other potential hazards?		Х		3,5 - B - L -	NC 2014-001
ing Conditions	Yes	No	NA	Priority	Recommendations
Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?		Х		2,4,5 - A,B - NC	- M - 2014-002
s, Exits, and Means of Egress	Yes	No	NA	Priority	Recommendations
Are exits and exit paths unobstructed and regularly inspected, and are doors free of inappropriate locks?		Х		1,4 - B,C,D NC	- H - 2014-003
gency Action Equipment & Systems	Yes	No	NA	Priority	Recommendations
Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with service tags?		Х		3,4 - B,C,D NC	- M - 2014-004
	well-groomed and free of overhang, concealment, or other potential hazards?  ling Conditions  Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?  s, Exits, and Means of Egress  Are exits and exit paths unobstructed and regularly inspected, and are doors free of inappropriate locks?  gency Action Equipment & Systems  Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with	Is turf in good condition; is landscape well-groomed and free of overhang, concealment, or other potential hazards?  ing Conditions  Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?  s, Exits, and Means of Egress  Are exits and exit paths unobstructed and regularly inspected, and are doors free of inappropriate locks?  gency Action Equipment & Systems  Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with	Is turf in good condition; is landscape well-groomed and free of overhang, concealment, or other potential hazards?  ing Conditions  Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?  s, Exits, and Means of Egress  Are exits and exit paths unobstructed and regularly inspected, and are doors free of inappropriate locks?  gency Action Equipment & Systems  Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with	Is turf in good condition; is landscape well-groomed and free of overhang, concealment, or other potential hazards?  ing Conditions  Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?  s, Exits, and Means of Egress  Are exits and exit paths unobstructed and regularly inspected, and are doors free of inappropriate locks?  gency Action Equipment & Systems  Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with	Is turf in good condition; is landscape well-groomed and free of overhang, concealment, or other potential hazards?  ing Conditions  Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?  s, Exits, and Means of Egress  Are exits and exit paths unobstructed and regularly inspected, and are doors free of inappropriate locks?  gency Action Equipment & Systems  Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with  X  3,5 - B - L -  3,5 - B - L -  X  3,5 - B - L -  X  2,4,5 - A,B -  NC  NC  NC  NC  NO  NA  Priority  X  3,4 - B,C,D  NC  NC



Med	hanical and Utility Systems	Yes	No	NA	Priority	Recommendations
5	Are electrical panels and utility shutoff switches and valves unobstructed, properly labeled or identified, and protected from tampering; and do visible system components appear to be in good condition?		Х		4 - B - M - N	IC 2014-005
Hou	sekeeping and Storage Practices	Yes	No	NA	Priority	Recommendations
6	Are storage areas uncluttered with adequate aisles maintained, and is overhead storage secured with sufficient clearance to the ceiling or sprinkler heads?		Х		2,3,4 - B,D - NC	M - 2014-006
7	Is the premises free of the accumulation of trash, debris, or the unsafe storage of combustibles?		Х		5 - B,D - O -	NC 2014-007

## GENERAL CONDITIONS INSPECTION RECOMMENDATIONS

#### **Exterior Areas**

1. Is turf in good condition; is landscape well-groomed and free of overhang, concealment, or other potential hazards?

Recommendation Number: 2014-001

### **Observations:**

Several dead trees were observed.

#### Recommendations:

Remove/replace dead vegetation.

#### Standards:

- Good Loss Prevention Practices
- IPMC, Section 302 Exterior Property Areas



# **Building Conditions**

2. Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?

Recommendation Number: 2014-002

#### **Observations:**

- Some areas appeared to have inadequate illumination.
- Low illumination from some light fixtures caused by accumulation of dead insects.

## **Recommendations:**

 Light fixtures should be cleaned and sealed as necessary.

#### Standards:

NMAC 6.27.30 - Statewide Adequacy Standards



# Doors, Exits, and Means of Egress

# 3. Are exits and exit paths unobstructed and regularly inspected, and are doors free of inappropriate locks?

# Recommendation Number: 2014-003

#### **Observations:**

- One or more exit aisles, doors, and/or pathways were obstructed.
- These obstructions may prevent quick and safe egress in an emergency.

#### Recommendations:

- Obstructions should be removed.
- A minimum clearance that is equal to the width of the door and six feet deep must be maintained on both sides of an exit.





29 CFR 1910, Subpart E - Exit Routes, Emergency Action Plans, and Fire Prevention Plans

# **Emergency Action Equipment & Systems**

4. Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with service tags?

#### Recommendation Number: 2014-004

#### **Observations:**

 Monthly fire extinguisher inspections are not being conducted.

#### **Recommendations:**

The fire extinguishers should be inspected on a monthly basis to ensure that:

they are properly wall mounted;

the seals and pull pins are still intact; and

the units are fully charged and ready for use.

The monthly inspection should be documented with the inspector's initials on the back of the annual inspection tag.

#### Standards:

29 CFR 1910, Subpart L - Fire Protection





# **Mechanical and Utility Systems**

5. Are electrical panels and utility shutoff switches and valves unobstructed, properly labeled or identified, and protected from tampering; and do visible system components appear to be in good condition?

# Recommendation Number: 2014-005

#### **Observations:**

 The boxes were not locked to prevent unauthorized access.

#### Recommendations:

 All exterior utility controls should be covered and locked, or otherwise controlled, to prevent unauthorized access.

#### Standards:

- Good Loss Prevention Practices
- 29 CFR 1910, Subpart S Electrical



# **Housekeeping and Storage Practices**

6. Are storage areas uncluttered with adequate aisles maintained, and is overhead storage secured with sufficient clearance to the ceiling or sprinkler heads?

# Recommendation Number: 2014-006

#### **Observations:**

 The housekeeping needed improvement in some places.

#### Recommendations:

- The area should be maintained in a neat and orderly manner, free from any condition that would create a fire or life hazard or a condition which would add to or contribute to the rapid spread of fire.
- All areas should be cleaned and organized to reduce injury and property damage hazards.

## Standards:

29 CFR 1910, Subpart D - Walking-Working Surfaces



# 7. Is the premises free of the accumulation of trash, debris, or the unsafe storage of combustibles?

**Recommendation Number: 2014-007** 

### **Observations:**

 Trash and debris were strewn around some areas of the campus.

### **Recommendations:**

- Frequent, at least daily, inspections of the grounds should be made to find and remove debris and trash.
- Since debris tends to attract more debris, it should be removed promptly upon discovery.

#### Standards:

Good Loss Prevention Practices





# **CLASSROOM AND OFFICE INSPECTION**

Contact: Theresa Flores, Principal

Auditor: James Dorn

Member Agency: Espanola Public Schools

Client: NMPSIA

Inspection Concluded: March 17, 2014

a safe and acceptable manner?

Hazard Type	Hazard Scope	<b>Hazard Urgency</b>	Capital
1 – Egress Issue	A – Facilities/Planning	I – Immediate	C – Capital
2 – Injury Hazard	B – Custodial or	H – High	NC - Non-
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4 – Regulatory or	C – Policy and/or	L – Low	
Legal Issue	Procedures	O – Ongoing /	
5 – Accepted Best	D – Employee Practices	Preventative	
Practices			

Classroom and Office SectionYesNoNAPriorityRecommendations1Are classroom decorations displayed inX3,4,5 - C,D - M - 2014-008

NC

# **CLASSROOM AND OFFICE INSPECTION RECOMMENDATIONS**

### **Classroom and Office Section**

# 1. Are classroom decorations displayed in a safe and acceptable manner? Recommendation Number: 2014-008

## **Observations:**

- Paper and/or other combustible materials were suspended from the ceilings or light fixtures.
   Suspending paper from ceilings can increase the spread of fire. Suspending paper from lights increases the fire hazard, as the lights are a potential ignition source.
- Hanging decorations may also trigger false alarms involving motion detection systems.

#### Recommendations:

 Paper, string, and/or other artwork hanging from light fixtures should be removed. If artwork is suspended from the ceiling, it should be of minimal volume so as to not create an additional fire spread hazard and it should be maintained at least 80 inches or higher from the floor.

- IFC, Chapter 3 General Precautions Against Fire
- NFPA 1, Chapter 3 General Provisions

## PLAYGROUND CONDITIONS INSPECTION DISCLAIMER

This report was completed by James Dorn, a Certified Playground Safety Inspector. The playground conditions and features were compared with the requirements of playground safety standards published by the U.S. Consumer Product Safety Commission and ASTM International. Some recommendations are based upon insurance claim information and professional judgment.

A photograph and/or an observation, location, recommendation, and/or standard citation may accompany checkmarks in the "No" column of the inventory of structures. Detailed observations and structure-specific recommendations are found on the pages following the inventory of structures. Some items marked as "No" or "Unacceptable" in the inventory list may not necessarily be noncompliant with standards; these items are marked as such when ongoing maintenance recommendations are made. In addition, some conditions could not be determined or verified and their acceptability may be marked as "No" or "Unacceptable" in the report. It is your organization's responsibility to determine the acceptability of each condition and to address hazards and concerns.

The photographs are representative of concerns or issues documented during the audit process. These conditions may exist in multiple locations on the same site; therefore, the photographs should be considered representatives of these conditions and not depictions of every instance where these issues were observed. In addition, this report represents the conditions that were apparent at the time of the visit. Hazardous conditions are dynamic in nature and therefore may change, improve, or worsen after completion of the audit process.

Loss control is a daily responsibility of your District's management. NMPSIA's visits and related efforts made by Poms & Associates are not considered or intended by NMPSIA, to be a substitute for all or part of your District's comprehensive loss control program. Any recommendations made by NMPSIA are drawn from information provided by your organization and the conditions observed at the time of the visit. This information does not necessarily address each and every possible loss potential, code, statutory violation, or exception to good practices and procedures. The absence of a comment or recommendation does not necessarily mean that the conditions are a representation of compliance with all acceptable codes and statutes, conformation with good practices and procedures, and/or an absence of loss potential.

# PLAYGROUND CONDITIONS INSPECTION

Contact: Theresa Flores, Principal

Auditor: James Dorn

Member Agency: Espanola Public Schools

Client: NMPSIA

Inspection Concluded: March 17, 2014

Hazard Type	Hazard Scope	<b>Hazard Urgency</b>	Capital
1 – Egress Issue	A – Facilities/Planning	I – Immediate	C – Capital
2 – Injury Hazard	B – Custodial or	H – High	NC - Non-
3 – Property Loss	Maintenance	M – Medium	Capital
4 – Regulatory or	C – Policy and/or	L – Low	
Legal Issue	Procedures	O – Ongoing /	
5 – Accepted Best	D – Employee Practices	Preventative	
Practices			

Playground Conditions Inspection		Yes	No	NA	Priority	Recor	mmendations
1	Are playground structures equipped with a shock absorbing surface of an appropriate type and depth beneath them?		X		2,4 - B,C - O	- NC	2014-009
2	Is an accessible path provided to all play structures, and are an appropriate number of play events provided for persons with disabilities?		Х		2,4 - A,C - H	- NC	2014-010
3	Are playgrounds, play areas, and equipment otherwise free of apparent hazards?		Х		2,3 - A,B - L	- NC	2014-011

# PLAYGROUND CONDITIONS INSPECTION RECOMMENDATIONS

# **Playground Conditions Inspection**

1. Are playground structures equipped with a shock absorbing surface of an appropriate type and depth beneath them?

Recommendation Number: 2014-009 Observations:

 The protective surfacing around and under the equipment was too deep in some areas and was overflowing the barrier.

#### Recommendations:

- Protective surfacing should be installed and maintained throughout the entire use zone of the equipment being protected.
- The protective surfacing should be maintained in all areas of the equipment use zone so that it provides adequate protection for the maximum height of the equipment.

- Good Loss Prevention Practices
- CPSC, Publication 325, Public Playground Safety Handbook





# 2. Is an accessible path provided to all play structures, and are an appropriate number of play events provided for persons with disabilities?

**Recommendation Number: 2014-010** 

#### **Observations:**

 Accessible path requires transition from concrete through dirt to ramp.

#### **Recommendations:**

 An accessible route to the playgrounds and an accessible protective surfacing material should be provided to all playgrounds in accordance with the performance requirements of Specifications F1951 of the ASTM and the Play Area Accessibility
 Guidelines of the United States Access Board.



#### Standards:

- Americans with Disabilities Act
- 36 CFR, Part 1191 Accessibility Guidelines for Buildings and Facilities: Play Areas

# 3. Are playgrounds, play areas, and equipment otherwise free of apparent hazards?

# Recommendation Number: 2014-011

## **Observations:**

- Concrete playground surfacing barrier/berm was cracked and damaged.
- Continued deterioration could lead to more damage and trip/fall hazards.

#### Recommendations:

Repair as necessary.

- Good Loss Prevention Practices
- CPSC, Publication 325, Public Playground Safety Handbook





# **END OF DOCUMENT**

# **Crystal Garcia**

From:

Susan Baca-Garcia <sbaca-garcia@pomsassoc.com>

Sent: To: Monday, April 14, 2014 4:39 PM

Cc:

danny.trujillo@k12espanola.org iames.dorn@state.nm.us

Subject:

Espanola Valley High School

Attachments:

2014 04 09 Espanola Valley High School.pdf

Importance:

High

Mr. Trujillo:

Attached are the Loss Control & Safety Audits prepared for Espanola Valley High School by James Dorn, Risk Services Consultant, for the New Mexico Public School Insurance Authority (NMPSIA) on April 9, 2014.

Should you have questions or if we can be of further assistance with safety and/or risk related matters, please feel free to contact Mr. Dorn at (800) 548-3724 or myself at (505) 797-1354.

Thank You,

# Susan Baca-Garcia

Administrative Assistant



## Poms & Associates Risk Services 320 Osuna NE, Suite C-1 | Albuquerque, NM 87107 505-797-1354 | Fax 505-797-1432 sbaca-garcia@pomsassoc.com

#### www.pomsassoc.com

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# Poms & Associates

Risk Services



# **NMPSIA**

# **Espanola Public Schools**

Espanola Valley High School

Loss Control & Safety Audit



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# **EXECUTIVE SUMMARY**

This report contains the findings of an independent Loss Control & Safety Audit of Espanola Valley High School. The audit was conducted on April 9, 2014, on behalf of the Espanola Public Schools, and at the request of NMPSIA.

A photograph and/or an observation, location, recommendation, and/or standard citation may accompany checkmarks in the "No" column of the checklists. Detailed observations and recommendations are found on the pages following the checklists. Information was gathered from onsite physical conditions and from statements made by your organization's staff. Some items marked as "No" or "Unacceptable" may not necessarily be noncompliant with standards; these items are marked as such when ongoing maintenance recommendations are made. In addition, some conditions could not be determined or verified and their acceptability may be marked as "No" or "Unacceptable" in the report. It is your organization's responsibility to determine the acceptability of each condition and to address hazards and concerns.

The photographs are representative of concerns or issues documented during the audit process. These conditions may exist in multiple locations on the same site; therefore, the photographs should be considered representatives of these conditions and not depictions of every instance where these issues were observed. In addition, this report represents the conditions that were apparent at the time of the visit. Hazardous conditions are dynamic in nature and therefore may change, improve, or worsen after completion of the audit process.

The Loss Control & Safety Audit is based upon an overview of the hazards and loss exposures of your organization and its sites. Every part of every building and location is not normally visited. Some areas may not be accessible at the time of the audit or may inadvertently be missed. Your organization is encouraged to act upon the recommendations made in the Loss Control & Safety Audit, with or without photographs, in a timely manner wherever and whenever the conditions may be found within your organization.

Loss control is a daily responsibility of your District's management. NMPSIA's visits and related efforts made by Poms & Associates are not considered or intended by NMPSIA, to be a substitute for all or part of your District's comprehensive loss control program. Any recommendations made by NMPSIA are drawn from information provided by your organization and the conditions observed at the time of the visit. This information does not necessarily address each and every possible loss potential, code, statutory violation, or exception to good practices and procedures. The absence of a comment or recommendation does not necessarily mean that the conditions are a representation of compliance with all acceptable codes and statutes, conformation with good practices and procedures, and/or an absence of loss potential.



The Poms & Associates staff extends its thanks to Hoyt Mutz, Principal, and the staff of Espanola Valley High School for their cooperation and assistance during this audit. We welcome any questions or comments. Inquiries regarding the physical locations, findings, or the referenced standards may be addressed to Poms & Associates at (800) 898-6236 or to NMPSIA at 1-800-548-3724.

# **GENERAL CONDITIONS INSPECTION**

Contact: Hoyt Mutz, Principal

Auditor: James Dorn

Member Agency: Espanola Public Schools

Client: NMPSIA

Inspection Concluded: April 9, 2014

Hazard Type	Hazard Scope	<b>Hazard Urgency</b>	Capital
1 – Egress Issue	A – Facilities/Planning	I – Immediate	C – Capital
2 – Injury Hazard	B – Custodial or	H – High	NC - Non-
3 – Property Loss	Maintenance	M – Medium	Capital
4 – Regulatory or	C – Policy and/or	L – Low	
Legal Issue	Procedures	O – Ongoing /	
5 – Accepted Best	D – Employee Practices	Preventative	
Practices			

Exte	rior Areas	Yes	No	NA	Priority	Reco	mmendations
1	Are parking areas paved, striped, and signed as appropriate, and free of vehicles parked in unauthorized locations?		Х		2,3,4,5 - A,0 M - NC	C,D -	2014-001
2	Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?		Х		2,4 - B - M -	- NC	2014-002
3	Does the site drainage system appear to effectively remove irrigation and storm water runoff and prevent standing water or unacceptable erosion?		Х		3,4 - A,B - C	O - NC	2014-003
4	Is fencing provided, and are fences and gates of an appropriate type and condition?		X		2,3,4 - A,B - NC 2,3,4 - C,D - NC		2014-004



Build	ling Conditions	Yes	No	NA	Priority	Recor	mmendations
5	Does interior and exterior lighting		Х		5 - B - L - NO		2014-006
	appear to be adequate, and are				2,3,4 - B - H	- NC	2014-007
	lighting fixtures in good condition?				2,5 - B - L - NC 2014-0		
					5 - B - L - NO		2014-009
					2,4 - B - O -		2014-010
					2,4 - B - H -		2014-011
6	Do building structures and finish		Х		3,4 - A,B - N		2014-012
	materials appear to be in good				3,1 7,5		
	condition and free of visible						
	deterioration?						
7	Was the building free of apparent leaks		Х		3,4 - B - M -	NC NC	2014-013
	or other obvious water intrusion?						
8	Do walls and ceilings appear to be of		Х		2,3,4 - B,C -	M -	2014-014
	an appropriate type and condition?				NC		
					2,3,4 - B - N	1 - NC	2014-015
					3,5 - B - O -	NC	2014-016
					2,3,5 - B - N	1 - NC	2014-017
					2,3,5 - B - N	1 - NC	2014-018
					2,3,4 - B - N		2014-019
9	Are floors and floor coverings of an		Х		2,4 - A,B - N		2014-020
	appropriate type and condition?				_, , .		
Door	rs, Exits, and Means of Egress	Yes	No	NA	Priority	Reco	mmendations
10	Are "EXIT" and "NOT AN EXIT" signs		Х		1,4 - A,B - H	I - NC	2014-021
	installed?				1,4 - B - H -	NC	2014-022
11	Is emergency lighting provided as		Х		1,4 - B - H -	NC	2014-023
	required, and is it properly						
	maintained?						
	rgency Action Equipment & Systems	Yes	No	NA	Priority		mmendations
	Are the appropriate types of fire	Yes	No X	NA	3,4,5 - B,C -		mmendations 2014-024
Eme	Are the appropriate types of fire extinguishers properly installed,	Yes		NA	3,4,5 - B,C - NC	M -	2014-024
	Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly	Yes		NA	3,4,5 - B,C - NC	M -	
	Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with	Yes		NA	3,4,5 - B,C - NC	M -	2014-024
12	Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with service tags?	Yes	х	NA	3,4,5 - B,C - NC 3,4 - B,C,D NC	M - - M -	2014-024 2014-025
12	Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with service tags?  Are fire sprinkler systems in good	Yes		NA	3,4,5 - B,C - NC 3,4 - B,C,D	M - - M -	2014-024
12	Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with service tags?  Are fire sprinkler systems in good condition and properly certified and	Yes	х	NA	3,4,5 - B,C - NC 3,4 - B,C,D NC	M - - M -	2014-024 2014-025
12	Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with service tags?  Are fire sprinkler systems in good condition and properly certified and inspected; are sprinkler heads and	Yes	х	NA	3,4,5 - B,C - NC 3,4 - B,C,D NC	M - - M -	2014-024 2014-025
	Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with service tags?  Are fire sprinkler systems in good condition and properly certified and inspected; are sprinkler heads and valves/risers unobstructed and	Yes	х	NA	3,4,5 - B,C - NC 3,4 - B,C,D NC	M - - M -	2014-024 2014-025
12	Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with service tags?  Are fire sprinkler systems in good condition and properly certified and inspected; are sprinkler heads and	Yes	х	NA	3,4,5 - B,C - NC 3,4 - B,C,D NC	M - - M -	2014-024 2014-025
12	Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with service tags?  Are fire sprinkler systems in good condition and properly certified and inspected; are sprinkler heads and valves/risers unobstructed and properly identified; and are fire department pumper connections	Yes	х	NA	3,4,5 - B,C - NC 3,4 - B,C,D NC	M - - M -	2014-024 2014-025
12	Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with service tags?  Are fire sprinkler systems in good condition and properly certified and inspected; are sprinkler heads and valves/risers unobstructed and properly identified; and are fire	Yes	х	NA	3,4,5 - B,C - NC 3,4 - B,C,D NC	M - - M - - NC	2014-024 2014-025
13	Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with service tags?  Are fire sprinkler systems in good condition and properly certified and inspected; are sprinkler heads and valves/risers unobstructed and properly identified; and are fire department pumper connections equipped with protective caps?	Yes	x	NA	3,4,5 - B,C - NC 3,4 - B,C,D NC 3,4 - B,D - H	M - - M - - NC	2014-024 2014-025 2014-026



Med	hanical and Utility Systems	Yes	No	NA	Priority	Reco	mmendations
15	Are electrical panels and utility shutoff switches and valves unobstructed, properly labeled or identified, and protected from tampering; and do visible system components appear to be in good condition?		X		4 - B - M - N	IC	2014-028
16	Are electrical wiring systems in good condition; is live wiring properly capped and concealed; and is wiring free of damage or improper usage?		X		2,4 - B - H -	NC	2014-029
17	Are electrical fixtures properly installed, properly protected, and free of damage?		Х		2,3,4 - B - H	I - NC	2014-030
18	Are plumbing systems and fixtures in good condition and free from damage or leaking?		X		2,4 - B - M	- NC	2014-031
Hous	sekeeping and Storage Practices	Yes	No	NA	Priority	Reco	mmendations
19	Is the premises free of the accumulation of trash, debris, or the unsafe storage of combustibles?		Х		2,4 - B - H -	NC	2014-032
Disa	bled Access	Yes	No	NA	Priority	Reco	mmendations
20	Are an appropriate number of parking spaces designated for disabled persons, and are they properly designed, constructed, and signed?		Х		4 - A,B - M	- NC	2014-033
Gene	eral Conditions – Other	Yes	No	NA	Priority	Reco	mmendations
21	Is the site free of graffiti or other signs of vandalism?		Х		3,5 - B - O - 2,3,5 - B,C - NC		2014-034 2014-035
22	Are other general conditions free of apparent hazards or concerns?		х		2,3,4,5 - C,I NC 3,5 - A,C - N 2,3,4 - B - N 2,4 - B - M	M - NC M - NC	2014-036 2014-037 2014-038 2014-039



# GENERAL CONDITIONS INSPECTION RECOMMENDATIONS

### **Exterior Areas**

1. Are parking areas paved, striped, and signed as appropriate, and free of vehicles parked in unauthorized locations?

# Recommendation Number: 2014-001

## **Observations:**

- Vehicles were parked on site in areas that are marked no parking or otherwise not designed for parking.
- This practice increases injury risk and the risk of property damage.

### Recommendations:

 All vehicle operators should be required to park in designated parking spaces.

- Good Loss Prevention Practices
- NMAC 6.27.30 Statewide Adequacy Standards



# 2. Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?

**Recommendation Number: 2014-002** 

#### Observations:

 Some of the paved areas had minor deterioration that, if left unrepaired, could worsen and result in trip/fall hazards.

#### Recommendations:

 The pavement condition should be closely monitored and repairs made as needed.

#### Standards:

 NMAC 6.27.30 - Statewide Adequacy Standards



3. Does the site drainage system appear to effectively remove irrigation and storm water runoff and prevent standing water or unacceptable erosion?

Recommendation Number: 2014-003

## **Observations:**

- Some of the culvert inlets were collecting trash and debris.
- This condition can lead to clogged culverts and flooding.

## **Recommendations:**

 Culvert inlets should be kept clear of trash and debris.

- Good Loss Prevention Practices
- IPMC, Section 304 Exterior Structure



4. Is fencing provided, and are fences and gates of an appropriate type and condition?

**Recommendation Number: 2014-004** 

### **Observations:**

- Portions of the fence were damaged.
- The fence conditions pose attractive nuisance and injury hazards.

## **Recommendations:**

Damaged fencing should be repaired.

- Good Loss Prevention Practices
- IPMC, Section 304 Exterior Structure



# Recommendation Number: 2014-005 Observations:

 The drive gates should be secured when open to prevent them from swinging closed on a vehicle in the wind.

#### Recommendations:

Gates should be secured.

### Standards:

- Good Loss Prevention Practices
- NMAC 6.27.30 Statewide Adequacy Standards



# **Building Conditions**

# 5. Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?

Recommendation Number: 2014-006

### Observations:

- Some of the light fixtures were missing diffusers.
- Light diffusers reduce glare, protect the light bulbs from damage, and reduce the hazards created by broken glass should bulbs break.

### **Recommendations:**

- Missing light diffusers should be replaced.
- Specially designed plastic sleeves may be used in place of light diffusers for fluorescent light bulbs.

### Standards:

■ IPMC, Section 605 - Electrical Equipment



# Recommendation Number: 2014-007 Observations:

- One or more overhead lighting fixtures with exposed internal wiring were observed.
- The exposed wiring poses electric shock and fire hazards.

### **Recommendations:**

- If repair cannot be completed or is interrupted, electric component faceplates should be replaced to prevent accidental or unauthorized contact with electric wires.
- In addition, the energy sources should be locked and tagged out at the circuit breakers or disconnect boxes.

#### Standards:

IPMC, Section 604 - Electrical Facilities





# Recommendation Number: 2014-008 Observations:

- Exposed light sockets were present where light bulbs were missing.
- The exposed light sockets increase the risks of electric shock and fire incidents.

#### Recommendations:

 Light bulbs should be placed in all open light sockets, or the circuit de-energized, locked and tagged out of service.

### Standards:

IPMC, Section 605 - Electrical Equipment



# Recommendation Number: 2014-009 **Observations:**

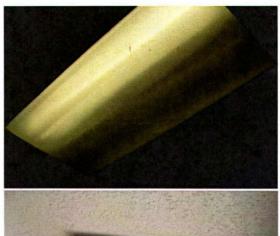
- Some of the light diffusers were broken or damaged.
- Light diffusers reduce glare and protect the light bulbs from mechanical damage and breakage.

### **Recommendations:**

Damaged or broken light diffusers should be replaced.

#### Standards:

IPMC Section 605 - Electrical Equipment





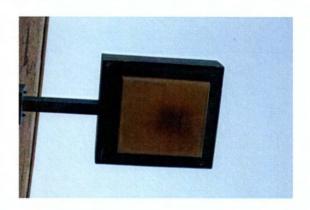
# Recommendation Number: 2014-010 **Observations:**

- An accumulation of dirt was visible in the diffusers for some of the overhead lights.
- Some of the light diffusers appeared to be yellowed.

#### Recommendations:

Dirty light fixtures should be cleaned so that illumination is not impaired.

- NMAC 6.27.30 Statewide Adequacy Standards
- IPMC, Section 402 Light



# Recommendation Number: 2014-011 Observations:

 Some light bulbs were broken and the bulb base still remained in the socket.

#### Recommendations:

- The electric circuit on which the light fixture is located should be properly de-energized, and the light bulb base be removed.
- The broken light bulb should be replaced.
- Fixture covers should be installed to protect bulbs.

### Standards:

- Good Loss Prevention Practices
- IPMC, Section 605 Electrical Equipment



# 6. Do building structures and finish materials appear to be in good condition and free of visible deterioration?

# Recommendation Number: 2014-012 Observations:

 The wooden trim and/or other wooden building components were deteriorated and/or dry-rotted in some places.

#### Recommendations:

- The wooden building materials and the trim should be thoroughly examined to determine the extent of the damage and to determine the necessary corrective action.
- The deteriorated wooden components should be repaired and/or replaced.



IPMC, Section 304 - Exterior Structure



# 7. Was the building free of apparent leaks or other obvious water intrusion?

## **Recommendation Number: 2014-013**

#### **Observations:**

- Evidence of leaks and/or other water intrusion was present.
- Water intrusion and the presence of moisture in building materials can foster the growth of mold and mildew.

#### **Recommendations:**

- The source of the water intrusion should be determined and corrective action taken to prevent recurrence.
- Wall coverings, ceiling tiles, floor coverings, and wall and ceiling insulation should be inspected to identify the presence of damage or mold growth. Both exposed and concealed surfaces should be inspected.
- Damaged and contaminated materials should be removed and disposed of in a way that prevents their continued use.
- The entire damaged or contaminated area should be cleaned and disinfected with an effective fungicide prior to installing new materials.

- NMAC 6.27.30 Statewide Adequacy Standards
- IPMC, Section 305 Interior Structures





# 8. Do walls and ceilings appear to be of an appropriate type and condition?

## Recommendation Number: 2014-014

#### Observations:

- Holes were observed in some of the ceilings.
- The holes compromise the fire safety of the structure, and they provide an entry point for insects and vermin.

### **Recommendations:**

The holes should be sealed.

#### Standards:

- Good Loss Prevention Practices
- IPMC, Section 703 Fire-Resistance Ratings



# **Recommendation Number: 2014-015 Observations:**

- Damaged suspended ceiling tiles were observed.
- These conditions pose falling object hazards that could result in personal injury.

### Recommendations:

All suspended ceiling tiles should be properly aligned to help ensure that they do not drop onto furnishings and persons.

- **Good Loss Prevention Practices**
- IPMC, Section 305 Interior Structures



# Recommendation Number: 2014-016 Observations:

- The wall covering observed in one or more areas was damaged and/or peeling.
- The damaged areas pose an attractive nuisance and invite more damage.

#### Recommendations:

 Any damage to the walls or wall coverings should be repaired.

### Standards:

- Good Loss Prevention Practices
- IPMC, Section 305 Interior Structures





# Recommendation Number: 2014-017 Observations:

 Some of the baseboard molding observed was missing.

### **Recommendations:**

 The missing molding should be securely replaced.

- Good Loss Prevention Practices
- IPMC, Section 305 Interior Structures



# Recommendation Number: 2014-018 Observations:

- Some of the baseboard molding observed
- This condition poses trip/fall hazards.

### **Recommendations:**

The loose molding should be securely fastened to the wall.

#### Standards:

- Good Loss Prevention Practices
- IPMC, Section 305 Interior Structures



# Recommendation Number: 2014-019 **Observations:**

- Loose suspended ceiling tiles were observed.
- These conditions pose falling object hazards that could result in personal injury.

#### Recommendations:

All suspended ceiling tiles should be properly aligned to help ensure that they do not drop onto furnishings and persons.

- Good Loss Prevention Practices
- IPMC, Section 305 Interior Structures



# 9. Are floors and floor coverings of an appropriate type and condition?

## Recommendation Number: 2014-020

#### **Observations:**

- Some of the floor tiles were damaged.
- The damaged flooring presents slip/trip/fall hazards.
- Some of the damaged floor tiles or their adhesive may contain asbestos, which could present an asbestos exposure hazard.

#### **Recommendations:**

- The site Asbestos Management Plan should be reviewed to determine if the flooring contains asbestos.
- Damaged flooring that does not contain asbestos should be removed and replaced.
- Damaged flooring that contains asbestos should be abated in accordance with AHERA requirements.
- Missing and damaged floor tiles should be repaired and/or replaced to reduce trip/fall hazards.

- 40 CFR, Part 763 Asbestos
- IPMC, Section 305 Interior Structures







# Doors, Exits, and Means of Egress

## 10. Are "EXIT" and "NOT AN EXIT" signs installed?

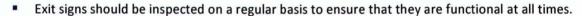
## Recommendation Number: 2014-021

#### **Observations:**

 One or more of the illuminated exit signs were not illuminated; therefore, we could not determine if they were fully functional.

#### Recommendations:

- The exit signs should be activated to determine if they are fully functional.
- Exit signs should be provided with bulbs for all sockets so that the signs are still illuminated even if one bulb fails.



### Standards:

- IFC, Chapter 10 Means of Egress
- NFPA 101, Chapter 5 Means of Egress

# Recommendation Number: 2014-022

# **Observations:**

Some exit signs were damaged and/or broken.

#### Recommendations:

- Damaged exit signs should be repaired.
- Exit signs should be provided with bulbs for all sockets, so that the signs are still illuminated even if one bulb fails.
- Illuminated exit signs should be installed above exits to ensure that exit routes are properly identified.
- Illuminated exit signs should be properly installed.

- NFPA 101, Chapter 5 Means of Egress
- IFC, Chapter 10 Means of Egress





# 11. Is emergency lighting provided as required, and is it properly maintained?

Recommendation Number: 2014-023

#### **Observations:**

 Exit signs and/or emergency lights were damaged.

#### Recommendations:

- Damaged exit signs and/or emergency lights should be repaired.
- Consideration should be given to installing approved protective metal grills over illuminated exit signs and emergency light installations that may be at risk of damage due to their location and/or the activity conducted in the room, as in gymnasium and athletic activity rooms.

- NFPA 101, Chapter 5 Means of Egress
- IFC, Chapter 10 Means of Egress
- 29 CFR 1910, Subpart E Exit Routes, **Emergency Action Plans, and Fire Prevention Plans**





# **Emergency Action Equipment & Systems**

12. Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with service tags?

Recommendation Number: 2014-024

## **Observations:**

Fire extinguishers were missing from some areas.

## **Recommendations:**

- Missing fire extinguishers should be replaced and properly wall mounted.
- Consideration should be given to indicating fire extinguisher locations on site emergency evacuation maps to ensure that fire extinguishers are properly replaced following service.

## Standards:

29 CFR 1910, Subpart L - Fire Protection







# Recommendation Number: 2014-025 Observations:

 Monthly fire extinguisher inspections are not being conducted.

#### Recommendations:

The fire extinguishers should be inspected on a monthly basis to ensure that:

they are properly wall mounted;

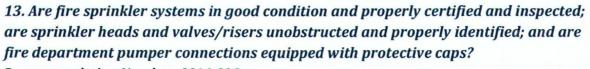
the seals and pull pins are still intact; and

the units are fully charged and ready for use.

 The monthly inspection should be documented with the inspector's initials on the back of the annual inspection tag.

### Standards:

29 CFR 1910, Subpart L - Fire Protection



# Recommendation Number: 2014-026

## **Observations:**

- Access to fire department water sprinkler connection was not marked "fire lane."
- This practice could delay response in a fire emergency.

#### **Recommendations:**

- A clear access route to emergency and fire response equipment should be maintained at all times.
- Consideration should be given to posting signs prohibiting vehicles from parking in front of fire hydrants and other emergency response utilities and equipment.
- Consideration should also be given to providing ground level signs and/or markings that
  designate the area around fire hydrants and other emergency response utilities and equipment
  a "Fire Lane."

#### Standards:

■ IFC, Chapter 5 - Fire Service Features





14. Are alarm systems installed and tested on a regular basis, and are pull stations and alarm panels unobstructed?

Recommendation Number: 2014-027

#### Observations:

 Smoke/heat detectors coming loose from the ceiling.

#### **Recommendations:**

Detectors should be securely fastened.

#### Standards:

IPMC, Section 704 - Fire Protection Systems



# **Mechanical and Utility Systems**

15. Are electrical panels and utility shutoff switches and valves unobstructed, properly labeled or identified, and protected from tampering; and do visible system components appear to be in good condition?

Recommendation Number: 2014-028

#### **Observations:**

 The boxes were not locked to prevent unauthorized access.

#### Recommendations:

 All exterior utility controls should be covered and locked, or otherwise controlled, to prevent unauthorized access.

- Good Loss Prevention Practices
- 29 CFR 1910, Subpart S Electrical.



16. Are electrical wiring systems in good condition; is live wiring properly capped and concealed; and is wiring free of damage or improper usage?

**Recommendation Number: 2014-029** 

## **Observations:**

- Some of the electrical wiring was exposed.
- Exposed wiring poses an electric shock hazard.

### **Recommendations:**

 Exposed wiring should be safely capped and concealed in accordance with New Mexico Building Code requirements.

### Standards:

29 CFR 1910, Subpart S - Electrical







# 17. Are electrical fixtures properly installed, properly protected, and free of damage?

# Recommendation Number: 2014-030

#### Observations:

- Some electric receptacles were scorched. These receptacles may be damaged and/or defective.
- The use of damaged receptacles increases the risk of injury and fire incidents.

#### Recommendations:

The scorched receptacles should be inspected and replaced if necessary. The circuit should be de-energized and locked-out until repairs are made.

#### Standards:

- **Good Loss Prevention Practices**
- IPMC, Section 605 Electrical Equipment

# 18. Are plumbing systems and fixtures in good condition and free from damage or leaking?

## Recommendation Number: 2014-031

#### **Observations:**

One or more of the drinking fountains were found to be unplugged.

## Recommendations:

Drinking fountains should be powered to operate according to manufacturer's specifications.

- **Good Loss Prevention Practices**
- IPMC, Section 504 Plumbing Systems and Fixtures



# **Housekeeping and Storage Practices**

19. Is the premises free of the accumulation of trash, debris, or the unsafe storage of combustibles?

#### Recommendation Number: 2014-032

#### **Observations:**

- Accumulated weed debris and trash was present on sidewalks and/or in parking lots areas. This condition poses slip/fall hazards.
- Dry tree debris may present a fire hazard.
- Accumulated debris may also clog storm drains and/or gutters, which could lead to flooding or the improper drainage of water.



#### Recommendations:

 The accumulation of weed debris and trash should not be permitted on walkways, roadways, and/or parking lots.

#### Standards:

IPMC, Section 302 - Exterior Property Areas

#### Disabled Access

20. Are an appropriate number of parking spaces designated for disabled persons, and are they properly designed, constructed, and signed?

#### Recommendation Number: 2014-033

#### **Observations:**

 The required elevated signs designating accessible parking spaces were not provided.

#### Recommendations:

 The required elevated, accessible parking signs should be provided. The signs may be post-mounted or mounted to a building or fence.



#### Standards:

ADA - ADAAG 4.6 - Parking and Passenger Loading Zones

# General Conditions - Other

# 21. Is the site free of graffiti or other signs of vandalism?

# Recommendation Number: 2014-034

#### **Observations:**

Graffiti was present in some areas.

#### Recommendations:

- Graffiti should be promptly covered or removed when discovered. Prior to removal, it should be photographed for documentation.
- Prompt response to graffiti is a proven deterrent to future graffiti.

#### Standards:

- Good Safety & Security Practice
- Good Loss Prevention Practices









# Recommendation Number: 2014-035 **Observations:**

- Evidence of vandalism was observed.
- The damaged property posed injury hazards, and encouraged additional acts of vandalism.

#### Recommendations:

- The damaged property should be repaired.
- Consideration should be given to reviewing the patterns of vandalism, such as the time of the year, days of the week, time of day, and areas of the property where vandalism occurs. Then a targeted prevention plan should be developed and implemented.

#### Standards:

**Good Loss Prevention Practices** 



# 22. Are other general conditions free of apparent hazards or concerns?

# Recommendation Number: 2014-036

#### **Observations:**

- Some of the trophy cases were found to be open and unsecure.
- This could lead to theft and vandalism.

#### Recommendations:

Trophy cases should be locked to prevent unauthorized access.

#### Standards:

Good Loss Prevention Practices



# Recommendation Number: 2014-037 Observations:

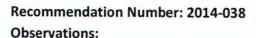
Student lockers were present but not in use.
 Eliminating student lockers may reduce vandalism, contraband, and harassment incidents.

#### Recommendations:

- Consideration should be given to removing the lockers.
- If the District chooses to retain the lockers, any damaged lockers should be repaired or replaced.
- If lockers are retained and used, they should be assigned by grade level to reduce the likelihood of harassment between grade levels.



Good Loss Prevention Practices



- Bird nests were observed in the exterior lights, building structures, and/or exterior utility structures.
- The bird nests can pose fire, health, and property damage hazards.

#### Recommendations:

- Bird nests, bird droppings, and any other debris should be removed.
- Bird droppings should be cleaned using the appropriate personal protective equipment and disposed of as potentially infectious material.
- Holes and/or openings in which birds roost should be treated or sealed off to prevent the birds from nesting.

# Standards:

- Good Loss Prevention Practices
- IPMC, Section 302 Exterior Property Areas





# Recommendation Number: 2014-039 Observations:

- Some of the ground level utility covers were missing.
- The open utility vaults pose trip/fall hazards.

# **Recommendations:**

 Missing utility covers should be replaced and kept in place at all times.

# Standards:

■ IPMC, Section 302 - Exterior Property Areas



# **CLASSROOM AND OFFICE INSPECTION**

Contact: Hoyt Mutz, Principal

Auditor: James Dorn

Member Agency: Espanola Public Schools

Client: NMPSIA

Inspection Concluded: April 9, 2014

Hazard Type	Hazard Scope	<b>Hazard Urgency</b>	Capital
1 – Egress Issue	A – Facilities/Planning	I – Immediate	C – Capital
2 – Injury Hazard	B – Custodial or	H – High	NC - Non-
3 – Property Loss	Maintenance	M – Medium	Capital
4 – Regulatory or	C - Policy and/or	L – Low	
Legal Issue	Procedures	O – Ongoing /	
5 – Accepted Best	D – Employee Practices	Preventative	
Practices			

Classroom and Office Section		Yes	No	NA	Priority	Recommendations
1	Are classroom decorations displayed in a safe and acceptable manner?		Х		3,4 - C,D - N	л - NC 2014-040

# **CLASSROOM AND OFFICE INSPECTION RECOMMENDATIONS**

#### **Classroom and Office Section**

# 1. Are classroom decorations displayed in a safe and acceptable manner?

# Recommendation Number: 2014-040

#### **Observations:**

- Paper was observed over the windows of the classroom doors.
- This practice compromises the security of the room's occupants and violates the requirement to keep doors free of decorations.



- This practice should be discontinued.
- No paper or combustible items should be placed on the door.
- The windows in the doors should be kept unobstructed to help reduce the risk of collision between persons using the doors from opposite sides and to ensure that the security of the rooms can be viewed from the hall.

#### Standards:

- Good Loss Prevention Practices
- NFPA 1, Chapter 4 Means of Egress
- IFC, Chapter 10 Means of Egress



# ATHLETIC AREAS, GYMNASIUM, AND LOCKER ROOM INSPECTIONS

Contact: Hoyt Mutz, Principal

Auditor: James Dorn

Member Agency: Espanola Public Schools

Client: NMPSIA

Inspection Concluded: April 9, 2014

Hazard Type	Hazard Scope	<b>Hazard Urgency</b>	Capital
1 – Egress Issue	A – Facilities/Planning	I – Immediate	C - Capital
2 – Injury Hazard	B – Custodial or	H – High	NC - Non-
3 – Property Loss	Maintenance	M – Medium	Capital
4 – Regulatory or	C – Policy and/or	L – Low	
Legal Issue	Procedures	O – Ongoing /	
5 – Accepted Best	D – Employee Practices	Preventative	
Practices			

Athletic Areas, Gymnasium, and Locker Room Section		Yes	No	NA	Priority	Recommendations	
1	Are athletic areas, equipment, and facilities otherwise free of apparent hazards?		Х		2,3,5 - B,C - NC	H - 2014-041	

# ATHLETIC AREAS, GYMNASIUM, AND LOCKER ROOM INSPECTIONS RECOMMENDATIONS

# Athletic Areas, Gymnasium, and Locker Room Section

1. Are athletic areas, equipment, and facilities otherwise free of apparent hazards?

Recommendation Number: 2014-041

# **Observations:**

- Some of the athletic court nets were damaged.
- These conditions pose an attractive nuisance and trip hazards.

#### **Recommendations:**

- The damaged nets should be removed.
- Net repairs should be made or the nets should be replaced.

#### Standards:

Good Loss Prevention Practices



# **END OF DOCUMENT**



# NEW MEXICO PUBLIC SCHOOLS INSURANCE AUTHORITY



# Cannon Cochran Management Services, Inc.

Claims Administrator
P.O. Box 30870
Albuquerque, New Mexico 87190-0870
800-635-0679 505-837-8725
Fax: 217-477-6342

May 12, 2014

Board of Education Española Public Schools No. 55 714 Calle Don Diego Española, New Mexico 87532

Re: Cariños de Los Niños Charter School, et al. v. the Española Public School

District Number 55

CCMSI Claim Number: Not Yet Assigned

#### Dear Board of Education:

Your attorneys recently presented the subject Complaint (enclosed, without attachments) with a demand for coverage. This lawsuit alleges the factual history with respect to Carinos de los Ninos Charter School ("Carinos"), lessee and The Espanola Public School District 55 ("Espanola"), lessor. Cariños asserts two claims, one for declaratory judgment and injunctive relief and the second for breach of contract. It is alleged that the lease is a contract between Española and Cariños. The duty to defend or indemnify is always determined based upon a reading within the "four corners" of a complaint. The issue is always whether or not the allegations of a complaint allege matters that are covered by the AUTHORITY MEMORANDUM, General and Automobile Memorandum of Coverage ("MOC"). In determining whether or not there is coverage it is irrelevant whether or not the subject Complaint states a cause of action as to which relief may be granted if all of the facts in the Complaint are proven; the sole inquiry is whether facts are plead which trigger the duty to defend.

#### THE COMPLAINT

Relevant to this coverage analysis is factual allegations set forth in the complaint:

"6. Since July of 2008, Cariños has been housed and located in facilities owned by Española which were formally the Española Middle School ("Middle School") or ("Cariños Facilities").

- "7. The occupancy of the Cariños Facilities has been pursuant to a lease and a renewal thereof, the latest lease being attached hereto as Exhibit C [omitted], and which lease terminates on June 30, 2016.
- "8. The Application and Approval Certificate approved and adopted by Española and Cariños establishes and represents that the Application is "the official contract between the Española Public Schools and the Cariños de los Niños Charter School" (Exhibit B) [omitted]. This Application/"official contract" established that Cariños would have its facilities assured at the Middle School through June 30, 2016. (Exhibit A, p. C-44 [omitted]).
- "62. This Court should declare that Cariños is entitled under the lease agreement and the charter renewal to occupy the Cariños facilities until the natural termination of the lease on June 30, 2016 and that at the termination of the lease between Cariños and Espanola, Cariños is entitled to the continued occupancy of the premises under 22-8B-4(F) with lease reimbursement compensation to be paid to Espanola.
- "64. This Court should issue an injunction both preliminary and permanent which:
  - a. Enjoins Espanola from any premature termination of or interference with the lease;
  - b. Affirmatively enjoins and requires Espanola to make the Cariños facilities available to Cariños following the end of the lease term for use and occupancy with appropriate lease reimbursement payments made to Espanola.
- "58. The actions on the part of Espanola in fabricating pre-textural reasons for destroying Cariños as a charter school are willful and malicious. While punitive damages are likely not assessable against Espanola, Cariños reserves the right to amend the complaint to add as defendants individuals responsible for these breaches and who may be personally responsible for punitive damages.
- "66. Under the current lease agreement between the parties, the prevailing party is entitled to the recovery of attorney fees.
- " 67. Cariños should be entitled to an award of attorney fees."

The prayer for relief reads as follows:

"WEREFORE, Cariños prays for damages as set forth herein, declaratory and injunctive relief as set forth herein, for attorney's fees, costs and such further relief as this Court deems proper."

#### THE MEMORANDUM OF COVERAGE

The memorandum of coverage ("MOC") in effect at the time of the alleged breach of the lease is MOCL016 July 1, 2013, a copy of which is also enclosed.

The MOC covers claims made against insureds for damages for personal injury or damage to property allegedly caused to others. See SECTION I-COVERAGES. The MOC provides that:

"WE" will pay "DAMAGES" on "YOUR" behalf, which "YOU" shall become obligated to pay by reason of liability:

Λ. ... B. ... C. ...

E. of others assumed or retained under an "INSURED CONTRACT."

"DAMAGES" means money "YOU" are legally obligated to pay as compensation for any injury, death, pain and suffering, emotional distress, medical expenses, loss of income, necessary care and loss of services resulting from "PERSONAL INJURY." "DAMAGES" also means money "YOU" are legally obligated to pay as compensation for damage to property or loss of use of property other than property owned by "you". "Damages" includes post judgment interest. "DAMAGES" does not include claims for lost wages, back pay, front pay or any type of employee benefits as a result of wrongful termination, failure to promote and any other action arising out of "YOUR" employment practices. "Damages" shall not include punitive or exemplary damages or prejudgment interest or...costs except when awarded under the substantive law of a jurisdiction other than New Mexico." ("plaintiff's attorneys fees and" deleted by action of the board of directors of the New Mexico Public school insurance authority at the May 1, 2014 meeting).

The allegations of the complaint do not make a claim for damages as defined in the MOC. Moreover, "punitive or exemplary" damages are excluded from the definition of damages and therefore there is no coverage.

The MOC definition of the "insured contract" in SECTION 3-DEFINITIONS, #10 does not include contract claims such as are made in this complaint:

"YOU" or "YOUR" means a school district, other educational entity, charter school or "EMPLOYEE"....." and

Paragraph 10 provides:

"INSURED CONTRACT" means:

"A. A contract between "YOU" and the owner or landlord of real property for use within the scope of "YOUR" duties; or..."

Thus, even though a lease of real property is a contract and the MOC covers a contract between you and the owner or landlord, the allegations in the complaint are that you are the landlord of the property leased to Cariños. However, this language only offers coverage if you are a tenant, it excludes coverage if you are the lessor or landlord. In the Complaint it is not alleged you are the Tenant; therefore there is no coverage.

### RIGHT TO ADMINISTRATIVE APPEAL

# "13. Administrative Appeal:

If "You" make a claim for coverage and "We" do not agree that the claim is a covered claim under the Memorandum or "We" decide to apply the Memorandum to "You" claim in a manner "You" disagree with, then, upon written demand of either, the matter or matters upon which we do not agree shall be adjudicated pursuant to Title 6, Chapter 50, Part 16 of the New Mexico Administrative Code (Administrative Appeal of Authority Coverage Determinations). Notwithstanding any other language in this Memorandum of Coverage, either express or implied, this Memorandum of Coverage does not and shall not be construed as creating a contract either express or implied between the Authority and any insured."

If you decide to appeal this coverage denial, it must be done within 30 days of the mailing date of this letter which is the date at the top of page one. Your letter of appeal must be directed to Sammy Quintana, Executive Director, New Mexico Public Schools Insurance Authority, 410 Old Taos Highway, Santa Fe, New Mexico 87501.

Thank you, and if you have any questions, please do not hesitate to call me.

Very truly yours,

Cannon Cochran Management Services, Inc.

Marc A. Bernstein, J.D. Senior Claim Specialist mbernstein@ecmsi.com

#### **Enclosures (As Stated)**

cc: Sammy Quintana, Executive Director, New Mexico Public School Insurance Authority (With Copy of Complaint Only)

# Contract by and Between EspañolaPublic Schools And Bayes Achievement Center, Inc.

THIS AGREEMENT is made and entered into this 8th day of September 2014, by and between the **Bayes Achievement Center**, **Inc.** ("Contractor"), a Texas corporation, and **EspañolaPublic Schools** ("School District"), for the purpose of educational services.

#### RECITALS

WHEREAS, Contractor provides specialized educational residential services to a student with disabilities who is under the age of 21 years; and

WHEREAS, School District desires to contract with Contractor to obtain services for with disabilities; and

WHEREAS, this Agreement sets forth the terms and conditions evidencing the agreement of the parties hereto;

NOW THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived there from, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

#### I. OBLIGATIONS OF CONTRACTOR

- A. <u>Services</u> Contractor agrees to provide the Student with the following services according to a mutually agreed upon Individual Education Plan and other plans of care:
  - 1. Residential Services that include 24-hour supervision, psychiatric services, food, and lodging. Contractor will coordinate appointments for medical care as set forth in Paragraph G below.
  - 2. Behavior Therapy
  - 3. Parent/Family Counseling by a Licensed Professional Counselor
  - 4. Educational Services
  - 5. Related Services:
    - Speech Therapy
    - Occupational Therapy
- B. <u>Transition Services</u>. Off-Site Transition services, including airfare, mileage and per diem fees, are billed separately to the School District and are not considered part of this agreement. Transition services include:
  - 1. In-Home Training at the Parent's home
  - 2. Teacher/Staff Training at the School District
  - 3. In-Service Training at the School District

Services will be provided without cost or charge to parents, guardians, surrogate or adult students.

- C. <u>Billing</u>. The Contractor will provide the specialized facilities and personnel necessary to supply all services covered by this contract. The Contractor agrees that funds will be utilized in accordance with the attached cost analysis sheet. Billing for additional services will be provided.
- D. Reports of Abuse and Neglect. Contractor agrees that it shall report any allegations of abuse and neglect in accordance with applicable law.
- E. <u>Criminal History Clearances</u>. Contractor warrants that it has obtained satisfactory criminal history record information on its employees. If an employee of the Contractor has a criminal history relevant to his or her employment then the Contractor will take appropriate action with respect to the applicant or employee, including terminating or removing the employee from direct contact with persons with disabilities served by the Contractor.
- F. Access to records. Contractor agrees to allow the School District and the New Mexico Public Education Department ("State Department") access to all facilities, data, and other information under the control of the Contractor, as necessary, to enable the School District and/or State Department to audit, monitor, and review all financial or programmatic activities and services associated with this

agreement and conduct on-site evaluations of programs and Student progress to ensure New Mexico State standards are met including that:

1. The educational program for the Student meets state standards for such programs, except that teachers employed by private schools are not required to be highly qualified; and

2. The provision of special education and related services is in conformance with an IEP that meets the requirements of federal and state law and applicable regulations and rules.

The Contractor will maintain its records and accounts for a minimum of seven years after the termination of services. The Contractor shall periodically report to the School District on the services the student has received in accordance with the contract as well as diagnostic or other evaluative information the School District requires.

G. Medical Services. Contractor understands that Student is a New Mexico Medicaid recipient and is eligible to have his medical care covered by Medicaid, and that Student's medical, behavioral, pharmaceutical, dental or other health care costs need to be coordinated with New Mexico Medicaid. See NMAC 8.200.430.16(A). Therefore, Contractor agrees to:

1. Coordinate with Student's NM Medicaid Insurance Provider (currently Presbyterian Health Plan, Inc. through Centennial Care) to obtain prior approval before incurring any medical, behavioral, pharmaceutical, dental or health care costs for Student except in an emergency (see paragraph G.2 below);

Coordinate with Student's NM Medicaid Insurance Provider (currently Presbyterian Health Plan, Inc. through Centennial Care)
to determine any requirements necessary to access emergency care for Student, if needed, and comply with such requirements in
the event of an emergency; and

3. Follow New Mexico Medicaid procedures, as required by Student's NM Medicaid Insurance Provider (currently Presbyterian Health Plan, Inc. through Centennial Care), when arranging needed medical care for Student.

4. In the event that NM Medicaid does not approve a requested service, the Contractor agrees to convene an IEP meeting to discuss options for obtaining needed care.

H. Activity Fee. Contractor agrees to waive any activity fee that may typically be charged to parents by Contractor for participating in weekend activities with other residents. Student will participate, at no cost to Student, Student's parent or School District, in weekend activities with other residents unless there is an individualized reason why he should not do so.

- I. Behavior Therapy and Parent/Family Counseling. Contractor agrees that the Behavior Therapy referenced in Paragraph A.2. above will include monthly sessions with Student and his Parent (and family member(s), as appropriate), so that Student's Parent/family members are able to learn from staff who work with Student about Student's treatment goals and needs and how to support Student's progress when he returns home. These monthly Behavior Therapy sessions will be provided on-site or in the local community of the residential facility, as appropriate. Additionally, these visits will include a Parent/Family Counseling session with a Licensed Professional Counselor (LPC) to help Student keep family relationships intact and help the family to learn and be involved in his treatment. Contractor agrees to coordinate, as needed, with Student's NM Medicaid Insurance Provider (currently Presbyterian Health Plan, Inc. through Centennial Care) regarding the schedule for these Behavior Therapy sessions so as to enable Student's NM Medicaid Insurance Provider to arrange and pay for travel to these therapies prescribed by Student's psychiatrist.
- J. <u>Treatment Plan Review Meetings</u>. Contractor agrees to provide electronic notice of the quarterly treatment plan review team meetings normally conducted by Contractor to Student's NM Medicaid Insurance Provider (currently Presbyterian Health Plan, Inc. through Centennial Care), Student's Parent, School District, Ms. Jill Basso (Behavior Specialist), and Ms. Gay Finlayson (Parent Liaison), and to electronically provide all parties with any relevant documents at least five days prior to any such meeting, if available at the time. Contractor further agrees to provide all parties with a dial-in number so that they may participate telephonically in these treatment team meetings.
- K. <u>Education Progress Meetings</u>. Contractor agrees to hold education progress meetings every six weeks to discuss, among other things, Student's progress. Contractor agrees to provide electronic notice of these education progress meetings to Student's Parent, School District, Ms. Jill Basso (Behavior Specialist), and Ms. Gay Finlayson (Parent Liaison), and to electronically provide all parties with any relevant documents at least five days prior to any such meeting, if available at the time. Contractor further agrees to provide to all parties a dial-in number so that they may participate telephonically in these education progress meetings.

#### II. OBLIGATIONS OF SCHOOL DISTRICT

#### A. Payment

School District will pay Contractor **Six Hundred Twenty-Five dollars (\$ 625.00)** per day for the services covered by this contract **plus any related services** as reflected in the Cost Analysis. This sum may vary in accordance with changes made by the Individual Education Plan ("IEP") Team to related services and transition services in the Student's Schedule of Services. Residential services, behavior therapy, parent/family counseling and educational services shall remain a fixed sum for the duration of the contract. This sum shall be payable upon receipt of a monthly invoice which is submitted on the 1st of each month. Should payment(s) not be made when due, a late

charge will be added, the interest rate shall be that allowed by the Texas Government Code, Subchapter B, Chapter 2251.025, calculated on the past-due balance and the number of days past due. Failure to pay constitutes a breach of contract which may result in termination of the contract and/or in initiation of collection procedures.

#### B. Evaluation, Plans and Meetings

The School District maintains responsibility for:

- 1. IEP To be furnished by the School District IEP Team. The IEP will be jointly implemented and monitored by Contractor and School District. Contractor will participate in IEP Team meetings and will provide all parties with a dial-in number so that they may participate telephonically in IEP Team meetings
- 2. Psychological evaluation reports and/or evaluations concerning other related services.
- 3. Annual re-evaluation of appropriateness of the instructional agreement.
- 4. Three-year Full and Individual Evaluation.
- 5. Scheduling, conducting and documenting the IEP meetings.
- 6. Coordinating all testing as mandated by state and federal regulation.

#### III. CONSENT AND CONFIDENTIALITY

Student records are confidential. Contractor agrees not to release student information without the written authorization of parents, guardian, legally authorized representative or adult student, in a medical emergency or pursuant to a lawful judicial order.

Contractor agrees to maintain student records in compliance with state and federal laws relating to the security and retention of educational and medical records. Contractor agrees to institute appropriate procedures for safeguarding protected information of students. Contractor agrees to maintain student records for seven years after the termination of services.

#### IV. TERM AND TERMINATION

- A. Term. The term of this Agreement is 09/08/14 to 06/04/2015.
- B. **Immediate Termination**. Contractor or School District may terminate this Agreement immediately if Contractor has cause to believe that termination of the Agreement is in the best interests of the health and safety of the Student served under this Agreement or the staff. The School District may terminate this Agreement immediately if the Contractor is not approved through the Texas Education Agency's Non-Public School or the New Mexico Public Education Department's review process.
- C. **Termination Upon Default**. Either party may terminate this Agreement after thirty (30) days written notice if the other party is in default of any of the provisions herein.
- D. **Termination without Cause**. This Agreement may be terminated by either party, without cause, after thirty (30) days written notice to the other party.
- E. **Termination by Mutual Consent.** This Agreement may be terminated by the mutual consent of both parties.
- F. **Dispute Resolution**. In the event a dispute arises between the parties involving the provision or interpretation of any term or condition of this Agreement, and both parties desire to attempt to resolve the dispute prior to termination or expiration of the Agreement, or withholding payments, then the parties may refer the issue to a mutually agreeable dispute resolution process.

#### V. MISCELLANEOUS

- A. **Nondiscrimination**. Contractor agrees that no person, on the basis of race, color, national origin, religion, sex, sexual orientation, age, disability, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder.
- B. **Amendment**. Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of School District and Contractor.
- C. **Entire Agreement**. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein.

Residential Contract: Espanola Public Schools

- D. Governing Law and Venue. This agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Walker County, Texas.
- E. **Notices**. Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to School District or Contractor at the address below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Contractor:

Bayes Achievement Center, Inc. 7517 Highway 75 South Huntsville, Texas 77340

If to the School District:

Christina Baca, Director Special Education Española Public Schools 714 Calle don Diego Española, New Mexico 87532

F. **Severability**. The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term(s) or provision(s).

Executed on behalf of Bayes Achievement Center, Inc.,	"Contractor", th	nis 9th day of June, 2014, Wa	lker County, Texas.
BY:	TITLE: Daniel	Bayes, Executive Director	
Executed on behalf of Española Public Schools, "Schoo	ol District" this _	day of	, 2014,
County, Texas.			
BY:	TITLE:		
Reviewed and Approved BY:		TITLE: Secretary of Education	on, State of New Mexico

# **Crystal Garcia**

From:

Sent: To: Marc Bernstein < mbernstein@ccmsi.com>

Wednesday, June 25, 2014 3:10 PM

gstraface@aps4kids.org; bward@animask12.net; cdcaton@bulldogs.org;

adcarpki@aztec.k12.nm.us; marquezr@belen.k12.nm.us; atapia@bps.k12.nm.us;

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 $and rea. nieto@hondoeagles.org; John. Wilbanks@jalnm.org; medrano\_m@jmsk12.com; \\$ 

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lydiaflores@cybercardinal.com; gene\_parson@wlvs.k12.nm.us;

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bsaiz@llschools.net; jfuentes@lovingschools.org; darinmanes@lovingtonschools.net;

 $mchambers@mag dalena.k12.nm.us;\ kforrester@maxwellp12.com;$ 

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jcain@portalesschools.com; billgreen@quemadoschools.org;

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 $bickertg@ruidososchools.org;\ ctaylor@sanjonschools.com;\ jboyd@sfps.info;$ 

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mmitchell@texicoschools.com; ccummins@torcschools.net;

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haynes.lewis@zpsd.org; celesgon@hotmail.com

Subject: IDEA REIMBURSEMENT TIME!

Attachments: IDEA Coverage.pdf

Dear Superintendents: It's that time again.

Please send me all written proof of expenses paid by your district in connection with IDEA Due Process claims that were <u>FULLY AND FINALLY RESOLVED</u> between July 1, 2013 and July 1, 2014. Please be sure to include the actual invoices from each payee as well as copies of checks. Do not include any matters as to which civil litigation was initiated during this time frame (this means "lawsuit filed" at any point during that period). I would also

appreciate your collating and identifying each matter separately by 1) the student's full name; 2) CCMSI claim number (if known); and 3) DPH number. This information will greatly expedite the reimbursement process.

I have attached a copy of the IDEA provisions contained in the NMPSIA "Memorandum of Coverage". Please be sure to read this material carefully before you submit your documentation.

I would, of course, be happy to answer any questions you may have. Please feel free to call me.

Many thanks, Marc

Senior Claim Specialist

Mare A. Bernstein, GD

Cannon Cochran Management Services, Inc. (CCMSI)

P.O. Box 30870

Albuquerque, NM 87110

Ph: 505-837-8725

Fx: 217-477-6342

mbernstein@ccmsi.com

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INFORMATION SECURITY NOTICE: Recipients of privileged, confidential or protected data from CCMSI are responsible for the handling of such data in accordance with applicable federal and state laws or regulations and industry best practices.

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INFORMATION SECURITY NOTICE: Recipients of privileged, confidential or protected data from CCMSI are responsible for the handling of such data in accordance with applicable federal and state laws or regulations and industry best practices.

This coverage is excess over any other applicable collectible coverage "You" may have.

# **SECTION VII - LIMITED IDEA COVERAGE**

(This coverage is self-insured)

# Covered Events:

- A. Reasonable attorney's fees and costs incurred by "You" in defending an Individuals with Disabilities Education Act, 20 U.S.C. Chapter 33 and §504 of the Rehabilitation Act of 1973 (IDEA) complaint arising out of rights asserted pursuant to IDEA.
- B. Reasonable due process hearing officer's fees and costs incurred by "You" in processing a proceeding alleging violation of rights pursuant to IDEA.
- C. Reasonable IDEA attorney's fees and costs which "You" agree to pay or are ordered to pay in an IDEA proceeding or in a Federal District Court action arising out of or in connection with an IDEA proceeding.
- D. A and C above in the administrative appeal process plus reasonable costs incurred by "You" therein.
- With regard to coverages A, B, C, and D, this is reimbursement coverage only. There shall be no liability for payment of a claim unless "You" present to "Us" proof of loss and good faith efforts by "You" to:
  - A. Negotiate an individual education plan and reasonable accommodations with the parent, custodian or guardian of the student; and
  - B. Follow the negotiated plan and provide the reasonable accommodations; and
  - If good-faith efforts to negotiate a plan fail, engage in goodfaith mediation; and
  - D. If a plan is negotiated or mediation results in settlement, comply in good faith with the plan or settlement.

# 3. Limitation of Liability:

"Our" obligation shall not exceed \$100 per hour for hearing officer or attorney time and \$40 per hour for necessary travel plus reasonable costs. A claim for reimbursement shall be presented in a format which separates out the following:

Coverage A) Defending an IDEA claim:

Coverage B) Due Process Hearing:

Coverage C) Complainant's Attorney:

Coverage D) Administrative Appeal Costs:

# 4. <u>Determination of Coverage/Definition of Proceedings</u>:

The determination of whether a complaint alleges an IDEA claim shall in the first instance be based on allegations of the claim. This is a reimbursement policy and the final decision with respect to coverage shall be made after the claim is processed to a final conclusion. IDEA Proceeding means a written appeal by a parent or guardian of one or more of "Your" students which is within the definition of Section VII 1.A of this MOC and is processed to a point where there is a final, binding and non-appealable IDEA determination or settlement entered.

# Claim Submission/Notice of Claim:

A claim by "You" may be filed with "Us" after a final, binding, non-appealable IDEA determination or settlement is entered. "You" shall submit the information in support of the claim as may be required by "Us" in a format as may be required by "Us." The information requested will be for the purpose of allowing "Us" to make a determination with respect to reimbursement and the levels of reimbursement.

The information submitted by "You" in support of the claim shall not contain any personally identifiable information which includes but is not limited to:

- A. The student's name; or
- B. The name of the student's parent or other family member; or
- The address of the student or student's family; or
- D. A personal identifier, such as the student's social security number or student number; or
- E. A list of personal characteristics that would make the student's identity easily traceable; or
- F. Other information that would make the student's identity easily traceable.

Where the information required to be submitted to "Us" in its raw form contains such references, "You" have a duty under 34 CFR Part 99 to edit or blot out such personally identifiable information prior to copying and submission to "Us."

#### Due Process Reimbursement:

"We" will include due process reimbursement in "Our" self-insured retention risk pool. Each year, the legislature shall authorize the board to collect the due process reimbursement premium from "You" to cover the cost of due process reimbursement. To the extent "We" are authorized to collect the premium from "You," "We" will do so based on claims experience and other criteria determined by the board.

Prior to the beginning of each fiscal year, "We" shall determine the amount of money available in the fund for special education due process reimbursements. The process by which "Your" claims for reimbursement must be made by the end of the fiscal year is established in this Memorandum.

#### Reimbursement Method:

The method for distributing money available for claims payment is on a pro rata basis if the available money is not sufficient to cover all claims. Prior to the end of June, 2009 and prior to the end of June of each year thereafter, "We" will determine, based on the premiums collected by "Us," the amount of money available in our self-insured retention risk pool for due process reimbursement. "Our" total obligation to all our members for all IDEA due process reimbursements of allowable fees and costs during the term of this Memorandum will be established by "Us" prior to the beginning of the term of the successor Memorandum. "We" will then, on or before June 30, distribute the money "We" determine available on a pro rata basis (for example, if "Your" approved claim is 10% of the total of all approved claims for the year, then "You" will receive 10% of the total money available that year) in reimbursement for all the eligible claims received by "Us" from "You" during the term of this MOC. "We" will have no further obligation for IDEA reimbursements to "You" for IDEA fees or costs incurred by "You" that year. In no event shall the reimbursement to "You" exceed one hundred thousand dollars (\$100,000) per year for each IDEA proceeding and "You" are not entitled to reimbursement beyond the amount determined as "Your" pro rata share merely because it was incurred by "You."

# **Crystal Garcia**

From: Danny Trujillo <danny.trujillo@k12espanola.org>

**Sent:** Thursday, June 26, 2014 4:28 PM

To: Christina Baca
Cc: Jeannette Trujillo

**Subject:** FW: IDEA REIMBURSEMENT TIME! Attachments: image001.gif; IDEA Coverage.pdf

FYA - Time Sensitive Info.

From: Marc Bernstein [mailto:mbernstein@ccmsi.com]

Sent: Wednesday, June 25, 2014 3:10 PM

To: gstraface@aps4kids.org; bward@animask12.net; cdcaton@bulldogs.org; adcarpki@aztec.k12.nm.us; marquezr@belen.k12.nm.us; atapia@bps.k12.nm.us; jrasor@bsin.k12.nm.us; shirley.crawford@capitantigers.org; gary.perkowski@carlsbad.k12.nm.us; rick.lindblad@carrizozogrizzlies.org; levid@centralschools.org; acasados@chamaschools.org; nelda.issacs@claytonschools.us; tdempsey@cmsbears.org; terry.myers@clovisschools.org; rmendoza@cobre.k12.nm.us; travlight99@yahoo.com; khartom@cuba.k12.nm.us; harvielee.moore@demingps.org; sdillerdms@bacavalley.com; doddl@dexterdemons.org; sbarron@doraschools.com; tsavage@dulceschools.com; jdaughtery@elidaschools.net; bittle@tatumschools.org; mmitchell@texicoschools.com; ccummins@torcschools.net; amckinney@gorattlers.org; brenda.vigil@tularosak12.us; Stephanie Vaughn; swdavis@vaughn.k12.nm.us; celesgon@hotmail.com; Becky Hayes; haynes.lewis@zpsd.org; Danny Trujillo; audie.brown@estancia.k12.nm.us; dhaynes@eunice.org; jryan@fms.k12.nm.us; pbenoit@yucca.net; nc.ftsumner@gmail.com; eyturralde@gisd.k12.nm.us; fchiapet@gmcs.k12.nm.ud; ttrice@gradyschool.com; mspace@gccs.cc; rwilliams@bobcat.net; lhale@hatchschools.net; parkstj@hobbsschools.net; andrea.nieto@hondoeagles.org; John.Wilbanks@jalnm.org; medrano m@jmsk12.com; jsnider@jvps.org; michael.grossman@la-panthers.org; srounds@lcps.k12.nm.us; lydiaflores@cybercardinal.com; gene parson@wlvs.k12.nm.us; logansupt@plateautel.net; rpiper@lmsed.org; e.schmidt@laschools.net; bsaiz@llschools.net; jfuentes@lovingschools.org; darinmanes@lovingtonschools.net; mchambers@magdalena.k12.nm.us; kforrester@maxwellp12.com; jwidner@melroseschools.org; ernesto.valdez@mesavista.org; dmromero@mora.k12.nm.us; tom.sullivan@mesd.us; suptward@mosquero.net; ftrujillo@pecos.k12.nm.us; dulibarri@penasco.k12.nm.us; agd@pvs.k12.nm.us; jcain@portalesschools.com; billgreen@quemadoschools.org; rhendrix@mountainair.k12.nm.us; ltorrez@questa.k12.nm.us; baiz@llschools.net; bgreen@reserve.k12.nm.us; scleveland@rrps.net; rherrera@pecos.k12.nm.us; bickertg@ruidososchools.org; ctaylor@sanjonschools.com; jboyd@sfps.info; rperea@srlions.com; dpool@silver.k12.nm.us; rearwood@socorro.k12.nm.us; fdaugherty@springerschools.org; drwest@pobox.com; blittle@tatumschools.org; mmitchell@texicoschools.com; ccummins@torcschools.net; amckinney@gorattlers.org; brenda.vigil@tularosak12.us; swdavis@vaughn.k12.nm.us; haynes.lewis@zpsd.org; celesgon@hotmail.com Subject: IDEA REIMBURSEMENT TIME!

Dear Superintendents: It's that time again.

Please send me all written proof of expenses paid by your district in connection with IDEA Due Process claims that were FULLY AND FINALLY RESOLVED between July 1, 2013 and July 1, 2014. Please be sure to include the actual invoices from each payee as well as copies of checks. Do not include any matters as to which civil litigation was initiated during this time frame (this means "lawsuit filed" at any point during that period). I would also appreciate your collating and identifying each matter separately by 1) the student's full name; 2) CCMSI claim number (if known); and 3) DPH number. This information will greatly expedite the reimbursement process.

I have attached a copy of the IDEA provisions contained in the NMPSIA "Memorandum of Coverage". Please be sure to read this material carefully before you submit your documentation.

I would, of course, be happy to answer any questions you may have. Please feel free to call me.

Many thanks, Marc

Marc A. Bernstein, JD
Senior Claim Specialist
Cannon Cochran Management Services, Inc. (CCMSI) P.O. Box 30870 Albuquerque, NM 87110

Ph: 505-837-8725 Fx: 217-477-6342

mbernstein@ccmsi.com<mailto:mbernstein@ccmsi.com>

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# **Crystal Garcia**

From: Christina Baca <christina.baca@k12espanola.org>

**Sent:** Friday, June 27, 2014 9:24 AM

To: Danny Trujillo
Cc: Jeannette Trujillo

Subject: RE: IDEA REIMBURSEMENT TIME!

Attachments: image002.gif

All of the documentation was submitted for the 2 lawsuits that were "fully" resolved.

From: Danny Trujillo

Sent: Thursday, June 26, 2014 4:28 PM

To: Christina Baca Cc: Jeannette Trujillo

Subject: FW: IDEA REIMBURSEMENT TIME!

FYA - Time Sensitive Info.

From: Marc Bernstein [mailto:mbernstein@ccmsi.com]

Sent: Wednesday, June 25, 2014 3:10 PM

To: gstraface@aps4kids.org<mailto:gstraface@aps4kids.org>; bward@animask12.net<mailto:bward@animask12.net>; cdcaton@bulldogs.org<mailto:cdcaton@bulldogs.org>; adcarpki@aztec.k12.nm.us<mailto:adcarpki@aztec.k12.nm.us>; marquezr@belen.k12.nm.us<mailto:marquezr@belen.k12.nm.us>;

atapia@bps.k12.nm.us<mailto:atapia@bps.k12.nm.us>; jrasor@bsin.k12.nm.us<mailto:jrasor@bsin.k12.nm.us>;

shirley.crawford@capitantigers.org<mailto:shirley.crawford@capitantigers.org>;

gary.perkowski@carlsbad.k12.nm.us<mailto:gary.perkowski@carlsbad.k12.nm.us>;

rick.lindblad@carrizozogrizzlies.org<mailto:rick.lindblad@carrizozogrizzlies.org>;

levid@centralschools.org<mailto:levid@centralschools.org>;

acasados@chamaschools.org<mailto:acasados@chamaschools.org>;

nelda.issacs@claytonschools.us<mailto:nelda.issacs@claytonschools.us>;

tdempsey@cmsbears.org<mailto:tdempsey@cmsbears.org>; terry.myers@clovis-

schools.org<mailto:terry.myers@clovis-schools.org>;

rmendoza@cobre.k12.nm.us<mailto:rmendoza@cobre.k12.nm.us>;

travlight99@yahoo.com<mailto:travlight99@yahoo.com>;

khartom@cuba.k12.nm.us<mailto:khartom@cuba.k12.nm.us>;

harvielee.moore@demingps.org<mailto:harvielee.moore@demingps.org>;

sdillerdms@bacavalley.com<mailto:sdillerdms@bacavalley.com>;

doddl@dexterdemons.org<mailto:doddl@dexterdemons.org>;

sbarron@doraschools.com<mailto:sbarron@doraschools.com>;

tsavage@dulceschools.com<mailto:tsavage@dulceschools.com>;

jdaughtery@elidaschools.net<mailto:jdaughtery@elidaschools.net>;

bittle@tatumschools.org<mailto:bittle@tatumschools.org>;

mmitchell@texicoschools.com<mailto:mmitchell@texicoschools.com>;

ccummins@torcschools.net<mailto:ccummins@torcschools.net>;

amckinney@gorattlers.org<mailto:amckinney@gorattlers.org>;

brenda.vigil@tularosak12.us<mailto:brenda.vigil@tularosak12.us>; Stephanie Vaughn;

swdavis@vaughn.k12.nm.us<mailto:swdavis@vaughn.k12.nm.us>;

celesgon@hotmail.com<mailto:celesgon@hotmail.com>; Becky Hayes;

havnes.lewis@zpsd.org<mailto:haynes.lewis@zpsd.org>; Danny Trujillo; audie.brown@estancia.k12.nm.us<mailto:audie.brown@estancia.k12.nm.us>; dhaynes@eunice.org<mailto:dhaynes@eunice.org>; jryan@fms.k12.nm.us<mailto:jryan@fms.k12.nm.us>; pbenoit@yucca.net<mailto:pbenoit@yucca.net>; nc.ftsumner@gmail.com<mailto:nc.ftsumner@gmail.com>; eyturralde@gisd.k12.nm.us<mailto:eyturralde@gisd.k12.nm.us>; fchiapet@gmcs.k12.nm.ud<mailto:fchiapet@gmcs.k12.nm.ud>; ttrice@gradyschool.com<mailto:ttrice@gradyschool.com>; mspace@gccs.cc<mailto:mspace@gccs.cc>; rwilliams@bobcat.net<mailto:rwilliams@bobcat.net>; lhale@hatchschools.net<mailto:lhale@hatchschools.net>; parksti@hobbsschools.net<mailto:parkstj@hobbsschools.net>; andrea.nieto@hondoeagles.org<mailto:andrea.nieto@hondoeagles.org>; John.Wilbanks@jalnm.org<mailto:John.Wilbanks@jalnm.org>; medrano m@jmsk12.com<mailto:medrano m@jmsk12.com>; jsnider@jvps.org<mailto:jsnider@jvps.org>; michael.grossman@la-panthers.org<mailto:michael.grossman@la-panthers.org>; srounds@lcps.k12.nm.us<mailto:srounds@lcps.k12.nm.us>; lydiaflores@cybercardinal.com<mailto:lydiaflores@cybercardinal.com>; gene parson@wlvs.k12.nm.us<mailto:gene parson@wlvs.k12.nm.us>; logansupt@plateautel.net<mailto:logansupt@plateautel.net>; rpiper@lmsed.org<mailto:rpiper@lmsed.org>; e.schmidt@laschools.net < mailto: e.schmidt@laschools.net >; bsaiz@llschools.net < mailto: bsaiz@llschools.net >; bsaiz@llschools.net < mailto: bsaiz@llscifuentes@lovingschools.org<mailto:jfuentes@lovingschools.org>; darinmanes@lovingtonschools.net<mailto:darinmanes@lovingtonschools.net>; mchambers@magdalena.k12.nm.us<mailto:mchambers@magdalena.k12.nm.us>; kforrester@maxwellp12.com<mailto:kforrester@maxwellp12.com>; jwidner@melroseschools.org<mailto:jwidner@melroseschools.org>; ernesto.valdez@mesavista.org<mailto:ernesto.valdez@mesavista.org>; dmromero@mora.k12.nm.us<mailto:dmromero@mora.k12.nm.us>; tom.sullivan@mesd.us<mailto:tom.sullivan@mesd.us>; suptward@mosquero.net<mailto:suptward@mosquero.net>; ftrujillo@pecos.k12.nm.us<mailto:ftrujillo@pecos.k12.nm.us>; dulibarri@penasco.k12.nm.us<mailto:dulibarri@penasco.k12.nm.us>; agd@pvs.k12.nm.us<mailto:agd@pvs.k12.nm.us>; jcain@portalesschools.com<mailto:jcain@portalesschools.com>; billgreen@quemadoschools.org<mailto:billgreen@quemadoschools.org>; rhendrix@mountainair.k12.nm.us<mailto:rhendrix@mountainair.k12.nm.us>; ltorrez@questa.k12.nm.us<mailto:ltorrez@questa.k12.nm.us>; baiz@llschools.net<mailto:baiz@llschools.net>; bgreen@reserve.k12.nm.us<mailto:bgreen@reserve.k12.nm.us>; scleveland@rrps.net<mailto:scleveland@rrps.net>; rherrera@pecos.k12.nm.us<mailto:rherrera@pecos.k12.nm.us>; bickertg@ruidososchools.org<mailto:bickertg@ruidososchools.org>; ctaylor@sanjonschools.com<mailto:ctaylor@sanjonschools.com>; jboyd@sfps.info<mailto:jboyd@sfps.info>; rperea@srlions.com<mailto:rperea@srlions.com>; dpool@silver.k12.nm.us<mailto:dpool@silver.k12.nm.us>; rearwood@socorro.k12.nm.us<mailto:rearwood@socorro.k12.nm.us>; fdaugherty@springerschools.org<mailto:fdaugherty@springerschools.org>; drwest@pobox.com<mailto:drwest@pobox.com>; blittle@tatumschools.org<mailto:blittle@tatumschools.org>; mmitchell@texicoschools.com<mailto:mmitchell@texicoschools.com>; ccummins@torcschools.net<mailto:ccummins@torcschools.net>; amckinney@gorattlers.org<mailto:amckinney@gorattlers.org>; brenda.vigil@tularosak12.us<mailto:brenda.vigil@tularosak12.us>; swdavis@vaughn.k12.nm.us<mailto:swdavis@vaughn.k12.nm.us>; haynes.lewis@zpsd.org<mailto:haynes.lewis@zpsd.org>; celesgon@hotmail.com<mailto:celesgon@hotmail.com>

Dear Superintendents: It's that time again.

Subject: IDEA REIMBURSEMENT TIME!

Please send me all written proof of expenses paid by your district in connection with IDEA Due Process claims that were FULLY AND FINALLY RESOLVED between July 1, 2013 and July 1, 2014. Please be sure to include the actual invoices from

each payee as well as copies of checks. Do not include any matters as to which civil litigation was initiated during this time frame (this means "lawsuit filed" at any point during that period). I would also appreciate your collating and identifying each matter separately by 1) the student's full name; 2) CCMSI claim number (if known); and 3) DPH number. This information will greatly expedite the reimbursement process.

I have attached a copy of the IDEA provisions contained in the NMPSIA "Memorandum of Coverage". Please be sure to read this material carefully before you submit your documentation.

I would, of course, be happy to answer any questions you may have. Please feel free to call me.

Many thanks, Marc

Marc A. Bernstein, JD
Senior Claim Specialist
Cannon Cochran Management Services, Inc. (CCMSI) P.O. Box 30870 Albuquerque, NM 87110

Ph: 505-837-8725 Fx: 217-477-6342

mbernstein@ccmsi.com<mailto:mbernstein@ccmsi.com>

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# **Crystal Garcia**

From: Eileen Ulibarri <eileen.ulibarri@k12espanola.org>

**Sent:** Tuesday, July 29, 2014 8:39 AM

To: EPS-Everyone

**Subject:** FW: Diabetic Testing Kits

Attachments: image001.png; image002.jpg; Diabetic Testing Kits (1.89 KB)

#### FOR YOUR INFORMATION

Eileen M. Ulibarri
Executive Administrative Assistant
Superintendent's Office
Española Public Schools
714 Calle Don Diego
Española, New Mexico 87532
ph. no. (505) 367-3303

email: <a href="mailto:eileen.ulibarri@k12espanola.org">eileen.ulibarri@k12espanola.org</a>
[cid:image001.png@01CFAB08.84B31290]

Quote:

"if your actions inspire others to dream more, learn more, do more and become more, you are a leader."
John Quincy Adams
WAY TO GO!
HORNET SQUADRON LEAD THE WAY
EXPLOITING ANY AND ALL MISSIONS ASSIGNED

#### [cid:image002.jpg@01CFAB08.84B31290]

111TH CAVALRY-EVHS

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# **Crystal Garcia**

From:

Elias J. Martinez <eliasj.martinez@k12espanola.org>

Sent:

Tuesday, July 29, 2014 8:27 AM

To:

Eileen Ulibarri Minnie Martinez

Cc: Subject:

**Diabetic Testing Kits** 

Good Morning Eileen - Please forward this e-mail to all EPS staff.

The insurance office has received a limited supply of blood glucose monitoring systems for staff with diabetes. These meters are free of charge and are provided by NMPSIA. The meters are of good quality and are OneTouch Verio IQ.

Please contact Ms. Minnie Martinez, Insurance Coordinator if you wish to receive one of these meters. The supply is limited so please contact Minnie as soon as possible @ 505-367-3314 or stop by the Insurance Office. If you know of any staff members that need these meters, please let them know.

Thank you and have a great day.

Elias J. Martinez, MBA

Accounting Systems Manager
Espanola Public Schools - "Reaching For Excellence"
714 Calle Don Diego
Espanola, New Mexico USA 87532
ph. no. (505) 367-3308
email: eliasj.martinez@k12espanola.org

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#### STATE OF NEW MEXICO PUBLIC EDUCATION DEPARTMENT 300 DON GASPAR SANTA FE, NEW MEXICO 87501-2786 Telephone (505) 827-5800 www.ped.state.nm.us

HANNA SKANDERA SECRETARY OF EDUCATION SUSANA MARTINEZ GOVERNOR

# TO:

NAME:	FAX NUMBER:	
Jane Bloom Yohalem Hearing Officer	505-982-6692	
Debra Poulin, Esq. Attorney for Petitioners	505-466-3466	
Daniel Trujillo, Superintendent Espanola Public Schools	505-747-3514	
Christina Baca Special Education Director Espanola Public Schools	505-367-3361	

DATE:

February 4, 2013

FROM:

Gabriel Baca, Director

NMPED Special Education Bureau

PHONE:

505-827-1457

FAX:

505-954-0001

E-mail:

gabriel.baca1@state.nm.us

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET: 16

MESSAGE: Appointment Letter - DPH 1314-23

# **Crystal Garcia**

From:

Elena Gallegos <egallegos@wabsa.com>

Sent:

Friday, August 29, 2014 5:12 PM

To:

'Christina Baca'

Cc:

Danny Trujillo; Deirdra Montoya; Evelyn Howard-Hand

Subject:

RE: DPH No. 1314-23; Josiah M v. Espanola PS

As soon as I hear back from T. Ford regarding her availability and Jill's availability, I will get with you and Daniel Bayes. You have a good weekend.

----Original Message-----

From: Christina Baca [mailto:christina.baca@k12espanola.org]

Sent: Friday, August 29, 2014 4:55 PM

To: Elena Gallegos

Cc: Danny Trujillo; Deirdra Montoya; Evelyn Howard-Hand Subject: Re: DPH No. 1314-23; Josiah M v. Espanola PS

I am also available tuesday until 2 o'clock.

Sent from my iPhone

On Aug 29, 2014, at 2:53 PM, "Elena Gallegos" <egallegos@wabsa.com<mailto:egallegos@wabsa.com>> wrote:

FYI. Presbyterian email just received (attached). D. Poulin invoice is through the first mediation. I am sending these items to Marc (Adjustor) for background. Consistent with prior discussions with you, we have asked NMPSIA to contribute to the settlement of the attorneys fees claim if we can get a full release of all claims to date. Things are happening fast now. I look forward to seeing you on Wednesday.

Elena M. Gallegos Attorney | Shareholder 505.243.6864 505.843.9318 (fax) www.walshanderson.com<a href="http://www.walshanderson.com/">http://www.walshanderson.com/</a> Licensed in New Mexico and Texas

<image001.jpg>

<image002.jpg><http://www.walshanderson.com/> 500 Marquette, N.W. Suite 1360 Albuquerque, NM 87102

From: Elena Gallegos

Sent: Friday, August 29, 2014 2:48 PM

To: 'Marc Bernstein'

Cc: Evelyn Howard-Hand; Sonya George

Subject: RE: DPH No. 1314-23; Josiah M v. Espanola PS

Marc,

Sorry about that! See attached. We also just got an email from Presbyterian that you might be interested in. Attached.

Thank you.

Elena M. Gallegos
Attorney | Shareholder
505.243.6864
505.843.9318 (fax)
www.walshanderson.com<a href="http://www.walshanderson.com/">http://www.walshanderson.com/</a>
Licensed in New Mexico and Texas

<image003.jpg>

<image002.jpg><a href="http://www.walshanderson.com/">http://www.walshanderson.com/> 500 Marquette, N.W. Suite 1360 Albuquerque, NM 87102</a>

From: Marc Bernstein [mailto:mbernstein@ccmsi.com]

Sent: Friday, August 29, 2014 2:17 PM To: Elena Gallegos; Evelyn Howard-Hand

Subject: RE: DPH No. 1314-23; Josiah M v. Espanola PS

I don't see the "legal fee statement" from Poulin—am I missing something??

Thanks.

Marc A. Bernstein, JD
Senior Claim Specialist
Cannon Cochran Management Services, Inc. (CCMSI) P.O. Box 30870 Albuquerque, NM 87110

Ph: 505-837-8725 Fx: 217-477-6342

mbernstein@ccmsi.com<mailto:mbernstein@ccmsi.com>

From: Elena Gallegos [mailto:egallegos@wabsa.com]

Sent: Friday, August 29, 2014 11:18 AM

To: Marc Bernstein

Cc: Dorally Leyva; Sonya George; Evelyn Howard-Hand; Greg Ramirez

Subject: RE: DPH No. 1314-23; Josiah M v. Espanola PS

# **Crystal Garcia**

From: Sent:

To:

Susan Baca-Garcia <sbaca-garcia@pomsassoc.com>

Tuesday, January 27, 2015 11:54 AM

bgreen@reserve.k12.nm.us; billgreen@quemadoschools.org; tburris@risd.k12.nm.us;

rwilliams@bobcat.net; doddsl@dexterdemons.org; michael.grossman@la-panthers.org; aestrada@cimarronschools.org; nterhune@ratonschools.org;

eking@springerschools.org; jody-balch@clovis-schools.org;

mitchell @ texicoschools.com; jwidner @ melroseschools.org; ttrice @ gradyschool.com;

nc.ftsumner@gmail.com; srounds@lcps.k12.nm.us; lhale@hatchschools.net;

eyturralde@gisd.k12.nm.us; gary.perkowski@carlsbad.k12.nm.us;

amcilroy@lovingschools.org; cdcaton@bulldogs.org; lonstreib@silver.k12.nm.us; rmendoza@cobre.k12.nm.us; rperea@srlions.com; swdavis@vaughn.k12.nm.us; nesquibel@roy-nm-schools.org; suptward@mosquero.net; rpiper@lmsed.org; lcushman@animask12.net; darinmanes@lovingtonschools.net; dhaynes@eunice.org;

parkstj@hobbsschools.net; john.wilbanks@jalnm.org; blittle@tatumschools.org; bickertg@ruidososchools.org; rick.lindblad@carrizozogrizzlies.org;

tlightfoot@cpscardinals.org; andrea.nieto@hondoeagles.org;

crawfords@capitantigers.org; e.schmidt@laschools.net; dan.lere@demingps.org; fchiapet@gmcs.k12.nm.us; dmromero@mora.k12.nm.us; celesgon@hotmail.com; gstarface@aps4kids.org; bvigil@tularosak12.nm.us; tdempsey@cmsbears.org;

a.mckinney@tucumcarischools.com; Irichards@houseschools.net;

logansupt@plateautel.net; ctaylor@sanjonschools.com; acasados@chamaschools.org;

tsavage@dulceschools.com; danny.trujillo@k12espanola.org;

 $\label{lem:lem:median} Medrano\_m@jmsk12.com; jcain@portalesschools.com; jdaugherty@elidaschools.net; pbenoit@floydbroncos.com; sbarron@doraschools.com; atapia@bps.k12.nm.us; \\$ 

khartom@cuba.k12.nm.us; jsnider@jvps.org; adcarpki@aztec.k12.nm.us; jryan@fms.k12.nm.us; jrasor@bsin.k12.nm.us; levid@centralschools.org; gene\_parson@wlvs.k12.nm.us; rubencordova@cybercardinal.com;

ftrujillo@pecos.k12.nm.us; jboyd@sfps.info; agd@pvs.k12.nm.us; ccummins@torcschools.net; rearwood@socorro.k12.nm.us;

mchambers@magdalena.k12.nm.us; lillian.torrez@taosschools.org;

dulibarri@penasco.k12.nm.us; ernesto.valdez@mesavista.org;

vtrujillo@questa.k12.nm.us; audie.brown@estancia.k12.nm.us; tom.sullivan@mesd.us; rhendrix@mpschools.net; rick.hazen@claytonschools.us; sdillerdms@bacavalley.com; rhendrix@mpschools.us; rhendrix@mpschool

ds and ers @llschools.net; marquezr @beleneagles.org; mspace @gccs.cc;

hayes.lewis@zpsd.org

Julie Garcia; sammy.quintana@state.nm.us; mikeg@grancor.com; Ted Maestas

Asbestos Hazard Emergency Response Act (AHERA) - NM Districts

Asbestos Hazard Emergency Reponse Act (AHREA) Letter.pdf

Importance:

**Attachments:** 

Cc:

Subject:

High

#### Ladies and Gentlemen:

NMPSIA and Poms & Associates are proud to announce an "additional" service to the New Mexico School Districts and New Mexico Charter Schools in 2015.

Please see the attached letter for more information. Should you have any questions and/or concerns please feel free to call Julie Garcia or Ted Maestas at (505)797-1354.

Respectfully,

Susan Baca-Garcia
Administrative Assistant



Poms & Associates Risk Services 320 Osuna NE, Suite C-1 | Albuquerque, NM 87107 505-797-1354 | Fax 505-797-1432 sbaca-garcia@pomsassoc.com

#### www.pomsassoc.com

CONFIDENTIALITY NOTICE: This e-mail transmission, and any documents, files or previous e-mail messages attached to it, may contain confidential information that may be privileged. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this message is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify us by reply e-mail or by telephone, and destroy the original transmission and its attachments without reading them or saving them to disk. Thank you.

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Woodland Hills, CA (800) 578-8802 Albuquerque, NM (800) 898-6236 Centennial, CO (877) 208-9241 Walnut Creek, CA (800) 578-8802



Sammy J. Quintana, Esq. Executive Director

Christy L. Edwards Deputy Director

# NEW MEXICO PUBLIC SCHOOLS INSURANCE AUTHORITY

#### Office of Executive Director

410 Old Taos Highway Santa Fe, New Mexico 87501 1-800-548-3724 or 505 988-2736 505 983-8670 (fax)

#### **BOARD OF DIRECTORS**

- NM School Boards Association
- NM Superintendents Association
- Public Education Commission
- NM School Administrators
- NM National Education Association
- American Federation of Teachers N.M.
- Governor Appointees
- Educational Institutions at Large

NMPSIA and Poms and Associates are proud to announce an additional service provided to School Districts and Charter Schools in 2015. As you are aware **The Asbestos Hazard Emergency Response Act (AHERA) (Toxic Substances Control Act (TSCA) Title II)** requires local educational agencies to annually inspect their school buildings for asbestos-containing building material, prepare asbestos management plans and perform asbestos response actions to prevent or reduce asbestos hazards.

#### The AHERA regulations require public schools to:

- Perform an original inspection to determine whether asbestos-containing materials are present and then re-inspect asbestos-containing material in each school every three years.
- Develop, maintain, and update an <u>asbestos management plan</u> and keep a copy at the school.
- Provide yearly notification to parent, teacher, and employee organizations on the availability of the school's asbestos management plan and any asbestosrelated actions taken or planned in the school.
- Designate a contact person to ensure the responsibilities of the public school district or the non-profit school are properly implemented.
- Perform periodic surveillance of known or suspected asbestos-containing building material.
- Ensure trained and licensed professionals perform inspections and take appropriate response actions.
- · Provide custodial staff with asbestos-awareness training.

In addition, parents, teachers, and school employees, or their representatives, have the right to inspect the school's asbestos management plan. Schools are required to notify parent-teacher organizations (such as PTAs) once a year about the availability of the school's asbestos management plan and asbestos-related activity taking place within the school. The school must make the plan available for inspection within five working days of it being requested.

Removal of these materials is not usually necessary unless the material is severely damaged or will be disturbed by a building demolition or renovation project. If removal of asbestos during renovation is warranted, or school buildings will be demolished, public school districts and charter schools must comply with the <u>Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP)</u>.

NMPSIA and Poms and Associates have entered into an agreement with GranCor Enterprises to help you conduct an assessment of your compliance with the myriad of asbestos regulations. This assessment, as well as the follow-up, **is provided at no cost to the District or Charter School**. You will initially be contacted by the Loss Prevention Consultant from Poms and Associates, who will then introduce you to your GranCor Enterprises representative, Jamie Smolky. You may also contact Jamie directly to schedule your assessment at (505) 872-0005 or email her at Sales@grancor.com.

If you have any further questions please contact Julie Garcia <a href="mailto:jgarcia@pomsassoc.com">jgarcia@pomsassoc.com</a> or Ted Maestas <a href="mailto:tmaestas@pomsassoc.com">tmaestas@pomsassoc.com</a> or by phone 505-797-1354.

Sammy Quintana

**Executive Director** 

New Mexico Public School Insurance Authority

Samy & Quitan

# IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW MEXICO

K.S., by and through her parents and next friends, T.S. and A.R.,

Plaintiffs,

VS.

Case No. 14-CV-00385-SCY/KBM

THE SANTA FE PUBLIC SCHOOLS; VICKIE L. SEWING, in her individual capacity; THE ESPAÑOLA PUBLIC SCHOOLS; RUBY E. MONTOYA, in her individual capacity; GARY F. GREGOR, in his individual capacity;

Defendants.

# DEFENDANT ESPAÑOLA PUBLIC SCHOOL'S FIRST SUPPLEMNTAL RESPONSES TO PLAINTIFF'S FIRST REQUEST FOR PRODUCTION TO DEFENDANT ESPAÑOLA PUBLIC SCHOOLS

COMES NOW Defendant Española Public Schools, by and through counsel, Jerry A. Walz, Walz and Associates, P.C., hereby provides Plaintiffs' First Supplemental Response to Plaintiffs' First Request for Production to Defendant Española Public Schools as follows:

REQUEST FOR PRODUCTION NO. 9: Please produce copies of any and all policies, procedures or guidelines regarding harassment between staff and students which were distributed to staff, students or parents from January 2004 to May 2010, including but limited to handouts, posters, brochures, handbooks, in-service programs, announcements for training, rosters of attendance to trainings, or any other type of information provided to staff, students or parents.

<u>RESPONSE</u>: Defendant Española Public Schools is diligently performing a search of its records and will supplement this response upon discovery of any relevant documents.

<u>SUPPLEMENTAL RESPONSE:</u> Attached are attendance rosters for staff training.

See documents Bates numbered EPS 002435-002684; further, Defendant Española Public

Schools will supplement this response if any further documents are located.

REQUEST FOR PRODUCTION NO. 10: Please produce any and all copies of the Española Public School in-service or out of district programs or announcements for training on sexual harassment issues between staff and students to include the roster of those who attended in-service programs, including dates, agendas and time frame.

<u>RESPONSE:</u> See document Bates numbered EPS 000249. This response will be supplemented upon the discovery of any further relevant documents.

<u>SUPPLEMENTAL RESPONSE:</u> Attached are attendance rosters for staff training.

See documents Bates numbered EPS 002435-002684; Further, Defendant Española Public

Schools will supplement this response if any further documents are located

REQUEST FOR PRODUCTION NO. 18: Please produce any and all documents related to and which support Defendant Española Public School's Answers to Interrogatories.

<u>RESPONSE</u>: Please see attached documents Bates numbered EPS 000001-002434.

<u>SUPPLEMENTAL RESPONSE:</u> Please see attached documents Bates numbered EPS 002435-002804.

# Respectfully submitted,

# WALZ AND ASSOCIATES, P.C.

/s/ Jerry A. Walz

JERRY A. WALZ, ESQ.
Attorney for Defendants Española Public
Schools, and Ruby E. Montoya
133 Eubank Blvd. NE
Albuquerque, NM 87123
505-275-1800
jerryawalz@walzandassociates.com

# IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW MEXICO

K.S., by and through her parents and next friends, T.S. and A.R.,

Plaintiffs,

VS.

Case No. 14-CV-00385 SCY/KBM

THE SANTA FE PUBLIC SCHOOLS; VICKIE L. SEWING, in her individual capacity; THE ESPANOLA PUBLIC SCHOOLS; RUBY E. MONTOYA, in her individual capacity; GARY F. GREGOR, in his individual capacity;

Defendants.

# DEFENDANT ESPAÑOLA PUBLIC SCHOOL'S RESPONSES TO PLAINTIFF'S FIRST INTERROGATORIES TO DEFENDANT ESPAÑOLA PUBLIC SCHOOLS

COMES NOW Defendant Española Public Schools, by and through counsel, Jerry A. Walz, Walz and Associates, P.C., hereby responds to Plaintiffs' First Interrogatories to Defendant Española Public Schools as follows:

#### **INTERROGATORIES**

INTERROGATORY NO. 1: Please state the name, address, and telephone number of each person answering this set of discovery requests and, as to each person, please state pursuant to what authority you are answering this discovery on behalf of Defendant EPS.

## **ANSWER:**

Dr. Daniel Trujillo, Superintendent of Espanola Public Schools with the assistance of counsel and who can be contacted through counsel, Walz and Associates, P.C., 133

Eubank Blvd. NE, Albuquerque, New Mexico 87123.

INTERROGATORY NO. 2: Please identify and describe in detail any and all background screening done with respect to Defendant Gregor, as follows: whether it was formal or informal; whether a criminal record search was done, and if so, was it done through state agencies, national agencies, or the FBI; whether Defendant Gregor's fingerprints were obtained and utilized as part of a background check; whether Defendant Gregor's references were contacted, and the results of such contact, if any; whether his former employers, including the school system in Utah, were contacted and asked for information, including his reasons for leaving his Utah employment. Please provide the name of the person or persons who conducted the aforementioned background check, if any, and identify any written memorialization of such background check, if any.

#### **ANSWER:**

Gary Gregor's fingerprints were submitted to the Federal Bureau of Investigation.

The "Civil Applicant Response" that was returned from the FBI on March 10, 2005, stated that "[a] search of the fingerprints of the above individual has failed to disclose prior arrest data." See documents Bates numbered EPS 0000250 and EPS 002688. A drug test screening was also performed. See document Bates numbered EPS 002691. It is unknown if Gary Gregors' previous employers in Utah were contacted.

Gary Gregor signed an affidavit in which he swore he had never been convicted of or admitted in open court of committing offense such as sexual abuse of minor, sexual assault, etc. See document Bates numbered EPS 000032. Gary Gregor also certified that he received the employee packet which contained information on

sexual harassment, among other areas. See document Bates numbered EPS 0000029.

Gary Gregor indicated on his employment application that he had never been convicted of a felony, DUI, sex related offence, drug related offence or a minor offence other than a traffic violation. See document Bates numbered EPS 0000035

Defendant is unaware of school officials in Utah were contacted to determine why Gary Gregor left employment. Defendant may supplement this response upon the discovery of new information.

INTERROGATORY NO. 3: Please identify and describe in detail the formal or informal review, inquiry, or investigation conducted by EPS concerning the incidents described in the complaint and more particularly described in 72 through 206, including: all interviews conducted, written or verbal statements obtained, safehouse or forensic interviews conducted, whether any law enforcement agency was notified and if not, the reasons for not contacting law enforcement, whether Children, Youth and Families Department ("CYFD") was notified, and if not, the reasons for not contacting CYFD.

### ANSWER:

Dr. Fidel Trujillo, Human resources Director for the Espanola Public School District conducted a number of interviews related to the investigation of allegations against Gary Gregor. On May 13, 2010. Dr. Trujillo interviewed student Ana Loya and her mother, Annabelle Marquez. See documents Bates numbered EPS0000161-0000172. An interview was conducted with Veronica Dean on May 13, 2010. See documents Bates numbered EPS 0000173-0000175. An interview with student Naelle Hernandez on May 13, 2010, document Bates numbered EPS 0000176-000018. Bernadette Rivas, mother of Naelle, May 13, 2010, document Bates numbered 0000184-0000190 and May 13, 2010 interview with Gary Gregor documents Bates numbered EPS 000191-000203. Dr. Fidel Trujillo also spoke with the school principal (Ruby Montoya) and the detective in the criminal case. See documents Bates numbered EPS 000223-0002227.

**INTERROGATORY NO. 4:** In regard to Interrogatory No. 3 above, please state the name, address and telephone number of the person(s) conducting the review, inquiry or investigation, the authority under which each such person was conducting that activity and the findings or conclusions of each such review, inquiry or investigation.

#### ANSWER:

On May 15, 2009, as a result of an ongoing law enforcement investigation, Gary Gregor was placed on administrative leave. See document Bated numbered EPS 0002222. Dr. Fidel Trujillo, Human resources Director for the Espanola Public School District conducted interviews and sent a pre-determination notice to Gary Gregor in May 2010 to determine the suitability of Garry Gregor to return to the classroom and for licensure renewal purposes. See document Bates numbered EPS 000225. See also document Bates numbered EPS 000213. As a result of the investigation, Gary Gregor was served with a termination notice on May 14, 2010.

Defendants believe Dr. Trujillo is currently the Dean of Student Affairs at New Mexico Highlands University with a telephone number of 505-454-3566.

INTERROGATORY NO. 5: Prior to the incident described in the Complaint, please describe in detail what training, if any, Defendant EPS provided to teachers and school staff concerning sexual misconduct, inappropriate relationships or inappropriate behavior involving staff or teachers and students or other minors, including the course content, any memorandums, dates of classes or training, and whether it was a requirement by Defendant EPS to have such training.

#### **ANSWER:**

Training in sexual harassment and child abuse detection and reporting are mandatory for all new employees as well as employees who have not received prior training. Espanola Public Schools have conducted numerous training to faculty and staff. Those trainings include but are not limited to: "Child Abuse Presentation," December 1005; "The Role of the School in Child Abuse," February and March 1996; "Sexual Harassment Training," April 2000; "Sexual Harassment pre-service Training," August 21, 2000; "Child Sexual Abuse and Sexual Harassment: Legal Requirements and Responding to Disclosures"; "Training on Sexual Harassment and Grievance Policies" November 2000; "Sexual Harassment & Child Abuse Training," August 8, 2006, August 2007, August 2008; "Poms and Associates Training: Sexual Harassment," March 10, 2008; "Abuse Workshop/New Staff Orientation," August 2014

Attached as documents Bates numbered EPS 002435-002684 are attendance rosters from training sessions conducted from 1995 through 2014. Defendants have been unable to locate the specific training materials used for each of these presentations but will provide them if and when they are located.

INTERROGATORY NO. 6: Please describe in detail all EPS protocols or policies regarding reporting incidents of teachers or staff engaging in inappropriate behavior with students, including procedures to report such incidents to law enforcement authorities, the Public Education Department, Children, Youth and Families Department procedures and any other information regarding the reporting protocol.

#### **ANSWER:**

At this time no specific policies or protocols be been located, but the school district would comply with any state law that requires such reporting. If specific policies are found this answer will be supplemented.

INTERROGATORY NO. 7: Please state whether any other incidents or suspicions of alleged inappropriate behavior with students were ever reported to Defendant EPS or any other agency, entity, or person concerning Gary Gregor. If so, please provide the names of the individuals involved, dates, accusations made, the outcome of such incident(s) reported or investigation of each incident.

#### **ANSWER:**

On February 16, 2005 an incident was reported wherein an instructor at Mountain View Elementary relayed to the Principal, Felix Gonzales, that Gary Gregor was engaged in inappropriate behavior with a third grader. The incident was reported to Child Protective Services. See document Bates numbered EPS 000059. On February 18, 2005, Cheryl Monks, Counselor for Mountain View Elementary documented the interviews she conducted with students regarding the above incident between Gary Gregor and a student. The interviewed students reported that a student was sitting on Gary Gregor's lap and refused to get down despite his requests to do so. See document Bates numbered EPS000060.

INTERROGATORY NO. 8: Please state whether Defendant EPS or any other entity ever conducted any background check on Gary Gregor, if so, please provide the date of such background checks, the scope of the background check and the results.

## **ANSWER:**

Gary Gregor's fingerprints were submitted to the Federal Bureau of Investigation. The "Civil Applicant Response" that was returned from the FBI on March 10, 2005, stated that "[a] search of the fingerprints of the above individual has failed to disclose prior arrest data." See document Bates numbered EPS 0000250. Further see answer to Interrogatory number 2.

INTERROGATORY NO. 9: Please state in detail what was done to help the students involved in the incident described in paragraphs 72 through 206 of the Complaint, including counseling inside or outside of school, meetings between parents and administration for debriefings, and whether the district inquired (if ever) and how often as to the student(s)' well-being.

#### ANSWER:

Defendant school district objects to the overbroad nature of the question as it is able to ascertain and interpret Plaintiffs' allegations in Paragraphs 72-206.

Further, the school district would not have chronicled data in the fashion reflected in the interrogatory. Without waiving this objection, reasonable inquiries is being made to locate information responsive to this interrogatory.

**INTERROGATORY NO. 10:** Please describe in detail any rumors, talk or discussions among students, faculty, or administration concerning improper behavior of Gary Gregor while he was employed at EPS.

#### **ANSWER:**

Defendants object to this request on the grounds it is overly broad and vague, seeks information from non-parties, is hearsay at best, is not sufficiently limited in time or scope, and as such, the interrogatory is not reasonably tailored to produce admissible evidence.

**INTERROGATORY NO. 11:** Please state in detail, the disciplinary action taken against Defendant Gary Gregor as a result of the incident described in paragraphs 72 through 206 of the Complaint in this matter.

#### **ANSWER:**

Gary Gregor was placed on administrative leave effective May 15, 2009. In the interim, Dr. Gregor's educator's license was up for renewal in the spring of 2010. In processing the renewal application, HR staff submitted an Ethical Misconduct Reporting Form on March 9, 2010, as advised by the Public Education Department Educator Ethics Bureau based on knowledge of a pending criminal investigation. A termination notice was delivered to Gary Gregor on Friday, May 14, 2010, notifying him that his employment with the Espanola School District would not be renewed for the 2010-2011 school year. See document Bates numbered EPS 002713.

INTERROGATORY NO. 12: Please provide a list of all teacher's aides or educational assistants who worked in Gary Gregor's classroom during his tenure as an EPS employee.

## **ANSWER:**

Connie Martinez, Class Grandmother ET Salazar Elementary. Defendant is still performing a diligent search of its records and will supplement this response if additional information is discovered.

INTERROGATORY NO. 13: Please describe in detail if during the employment interview process of Gary Gregor, whether Mr. Gregor or his references were specifically asked if there had been accusations of sexual misconduct at any of his previous jobs.

#### **ANSWER:**

Gary Gregor signed an affidavit in which he swore he had never been convicted of or admitted in open court of committing offense such as sexual abuse of minor, sexual assault, etc. See document Bates numbered EPS 000032. Gary Gregor indicated on his employment application that he had never been convicted of a felony, DUI, sex related offence, drug related offence or a minor offence other than a traffic violation. See document Bates numbered EPS 0000035

INTERROGATORY NO. 14: Please provide a detailed list of all dates EPS administrator(s) or other EPS staff performed evaluations or monitoring visits of Defendant Gary Gregor's classroom, including but not limited to the dates of the visits, the name of the person conducting the visit, and the duration of the visits.

#### ANSWER:

A "Progressive Documentation of Teacher Performance" was conducted on April 30, 2009 by Ruby E. Montoya, Bates numbered EPS 00002763; October 3, 2008 "EPS Professional Development Form" conducted by Ruby E. Montoya Bates numbered EPS 002764-002765; a "Summary Reflection" Dated May 1, 2009 Bates numbered EPS 002766; "Teacher Class Overview" April 30, 2009 Bates numbered EPS 002767; "Summative Evaluation for Licensure" endorsed by Ruby E. Montoya on April 2, 2008 and Bated numbered as EPS 002770; "Development Professional Plan" endorsed by Ruby E. Montoya and dated October 2, 2007, Bates numbered EPS 002771-002775; "Summative Evaluation for Licensure" endorsed by Ruby E. Montoya on march 27, 2007 and Bated numbered EPS 002783-2793; "Professional Development Plan" endorsed by Ruby E. Montoya on March 26, 2007 and Bates numbered EPS 002794-002795; "Professional Development Plan" dated October 18, 2006 and Bated numbered EPS 002797-002799. Further, Ms. Montoya would check in unannounced on Mr. Gregor and other teachers to observe the teachers and students.

# Respectfully submitted,

## WALZ AND ASSOCIATES, P.C.

/s/ Jerry A. Walz

JERRY A. WALZ, ESQ.
Attorney for Defendants Española Public Schools, and Ruby E. Montoya
133 Eubank Blvd. NE
Albuquerque, NM 87123
505-275-1800
jerryawalz@walzandassociates.com

# IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW MEXICO

K.S., by and through her parents and next friends, T.S. and A.R.,

Plaintiffs,

VS.

Case No. 14-CV-00385-SCY/KBM

THE SANTA FE PUBLIC SCHOOLS; VICKIE L. SEWING, in her individual capacity; THE ESPAÑOLA PUBLIC SCHOOLS; RUBY E. MONTOYA, in her individual capacity; GARY F. GREGOR, in his individual capacity;

Defendants.

# <u>PLAINTIFF'S FIRST REQUEST FOR PRODUCTION</u> TO DEFENDANT ESPAÑOLA PUBLIC SCHOOLS

COMES NOW Defendant Española Public Schools, by and through counsel, Jerry A. Walz, Walz and Associates, P.C., hereby responds to Plaintiffs' First Request for Production to

Defendant Española Public Schools as follows:

REQUEST FOR PRODUCTION NO. 1: Please produce any and all investigative reports, including internal investigations, statements, interviews, handwritten or typed notes, phone messages, emails, relating to all incidents described in Plaintiff's Complaint, paragraphs 72 through 206.

RESPONSE: See documents Bates numbered EPS 000001-002434.

<u>REQUEST FOR PRODUCTION NO. 2</u>: Please produce any evaluations or reports, independent studies, incident reports, whether conducted internally or externally, concerning sexual misconduct by any Española Public Schools employee or agent.

RESPONSE: Defendant Española Public Schools objects to this request as overly burdensome and irrelevant. Having made that objection, the School District will continue to research if there is any such data and if there is, either further objection will be made or it will be produced in a redacted form.

REQUEST FOR PRODUCTION NO. 3: Please produce every transcript, or other records, of all hearings or meetings which mention or reference Defendant Gary Gregor.

RESPONSE: See documents Bates numbered EPS 00948-002421.

REQUEST FOR PRODUCTION NO. 4: Please produce the entire NMPSIA Risk

Management and Defendant Española Public School's investigation files, including all memos,
handwritten notes, emails, digitally-stored materials, phone messages, statements, recorded
statements, interviews, correspondence, photographs and any other documents contained in these
files.

RESPONSE: This Defendant is not familiar with any so called NMPSIA Risk

Management investigation file. Further, NMPSIA Risk is not a party to this litigation.

Defendant Española Public Schools attaches its investigation file as Bates numbered documents

EPS 000058-000252.

REQUEST FOR PRODUCTION NO. 5: Please produce Defendant Española Public School's entire file for the incidents referenced in the Complaint, paragraphs 72 through 206 which are the subject matter of this litigation, including all memos, handwritten or typed notes, emails, digitally-stored materials, phone messages, statements, interviews, whether written, recorded or typed, correspondence, emails, photographs, or information collected or examined in the investigation.

RESPONSE: See documents Bates numbered EPS 000058-000252.

REQUEST FOR PRODUCTION NO. 6: Please produce a copy of all files or materials concerning alleged violations of law or other misconduct by Gary Gregor, including any and all reports from Lorraine Hyde, Julia Bergen or from students, parents or staff at Fairview Elementary School contained in any format, including but not limited to school records, attendance records, memos, handwritten or typed notes, emails, phone messages, logs of statements taken, copies of statements whether written, recorded or typed, correspondence, photographs, and any information collected or examined in the investigation of said allegations.

RESPONSE: See documents Bates numbered EPS 000060-000062; 000089-000090; 000100-000107; 000121-000132; 000139-000212; 000214-000218; 000219-000227.

REQUEST FOR PRODUCTION NO. 7: Please produce complete copies of all school policy manuals including but not limited to:

- sexual harassment policies and educator sexual misconduct policies. Please also produce any evidence of the date these policies were adopted by the board or trustee for the Española Public School including memos on adoption, minutes, or any other document evidencing same.
- 2) teacher/student contact and alone time with student(s); and
- 3) educating students about educator sexual misconduct.

RESPONSE: See documents Bates numbered EPS 000228-000236; 000392-000947.

Further, Defendant Española Public Schools will supplement this response if any further documents are located.

REQUEST FOR PRODUCTION NO. 8: Please produce any and all policies or practices concerning the reporting of sexual harassment allegations, including where they are written down, to whom they are reported to, the exact reporting practices, the exact investigation practice, the response time to student reports, instructions and directives to staff about reporting and investigation, practice of working with the students and parents regarding such reports.

RESPONSE: See documents Bates numbered EPS 000228-000236; 000544-000545.

Further, Defendant Española Public Schools will supplement this response if any further documents are located.

REQUEST FOR PRODUCTION NO. 9: Please produce copies of any and all policies, procedures or guidelines regarding harassment between staff and students which were

distributed to staff, students or parents from January 2004 to May 2010, including but limited to handouts, posters, brochures, handbooks, in-service programs, announcements for training, rosters of attendance to trainings, or any other type of information provided to staff, students or parents.

<u>RESPONSE</u>: Defendant Española Public Schools is diligently performing a search of its records and will supplement this response upon discovery of any relevant documents.

REQUEST FOR PRODUCTION NO. 10: Please produce any and all copies of the Española Public School in-service or out of district programs or announcements for training on sexual harassment issues between staff and students to include the roster of those who attended in-service programs, including dates, agendas and time frame.

<u>RESPONSE:</u> See document Bates numbered EPS 000249. This response will be supplemented upon the discovery of any further relevant documents.

REQUEST FOR PRODUCTION NO 11: Please produce copies of all agendas of all meetings, and minutes of meetings or minutes of staff briefings, where district policies and practices in cases of allegations of sexual harassment of students have been discussed by staff.

<u>RESPONSE</u>: Defendant Española Public Schools is diligently performing a search of its records and will supplement this response upon discovery of any relevant documents.

REQUEST FOR PRODUCTION NO. 12: Please produce copies of all previous allegations of sexual harassment of a student by an employee of the district and what actions

were taken by personnel in the school district in each case, including all actions, memos, meetings, investigations, reports and discussions.

<u>RESPONSE</u>: Defendant Española Public Schools is diligently performing a search of its records and will supplement this response upon discovery of any relevant documents.

REQUEST FOR PRODUCTION NO. 13: Please produce a complete copy of Gary Gregor's entire file or files, i.e. personnel file, school file, teaching file or other files with Española Public Schools, from the date of hire through May 2009 when he was placed on administrative leave, including any and all documents concerning this incident and any other incidents, including all reports, memos, handwritten notes, emails, phone messages, statements, recorded statements, evaluations, emails, correspondence, photographs, teaching agendas, pay records, contracts, and any other documents contained in his file or files.

RESPONSE: See documents Bates numbered EPS 000001-000391.

REQUEST FOR PRODUCTION NO. 14: Please produce a copy of any and all grievances or complaints filed against Defendant Gary Gregor, including any and all documents concerning any incidents, all memos, handwritten notes, emails, digitally-stored materials, phone messages, statements, recorded statements, correspondence, photographs and any other documents or digitally-stored materials.

<u>RESPONSE:</u> Gary Gregor's complete file has been produced. A diligent search is being performed to determine if any documents or related material exists as to these sub-categories.

REQUEST FOR PRODUCTION NO. 15: Please produce a copy of Gary Gregor's teaching schedule for all years he was employed by Española Public Schools from approximately January 10, 2005 through May 2009 when he was placed on administrative leave.

<u>RESPONSE</u>: Defendant Española Public Schools is diligently performing a search of its records and will supplement this response upon discovery of any relevant documents.

REQUEST FOR PRODUCTION NO. 16: Please produce any evaluations of staff, teachers, and students, performed either internally or externally on implementation and effectiveness of any sexual misconduct protocol.

RESPONSE: Defendant Española Public Schools is diligently performing a search of its records and will supplement this response upon discovery of any relevant documents. Objection is also made as to the scope of the discovery request, lack of identification of any time periods, and overbroad and over burdensome nature of the request.

REQUEST FOR PRODUCTION NO. 17: Please produce a copy of the insurance policy for Española Public Schools, and provide all documents concerning any claims made which could potentially impact coverage of Plaintiffs' claims in this case.

<u>RESPONSE</u>: Pursuant to Rule 26 the insurance policy or respective copy will be produced. Further, any state claims may be covered by the New Mexico Tort Claims Act.

REQUEST FOR PRODUCTION NO. 18: Please produce any and all documents related to and which support Defendant Española Public School's Answers to Interrogatories.

RESPONSE: Please see attached documents Bates numbered EPS 000001-002434.

REQUEST FOR PRODUCTION NO. 19: Please produce copies of all handbooks, faculty handbooks, student handbooks for the years 2004 through 2010.

<u>RESPONSE</u>: Defendant Española Public Schools is diligently performing a search of its records and will supplement this response upon location of any such documents.

REQUEST FOR PRODUCTION NO. 20: Please produce copies of all staff evaluation policies and procedures, including a copy of the evaluation form.

RESPONSE: Defendant Española Public Schools is diligently performing a search of its records and will supplement this response upon discovery of any relevant documents. Objection is also made as there are no time parameters in the request. Further, objection is made as to a blanket request of all staff evaluation policies and procedures as these documents are in all likelihood have no relevance to the issues in this lawsuit. Further objection is made that such a request is overly broad and overly burdensome.

REQUEST FOR PRODUCTION NO. 21: Please produce hiring policies and practices for Defendant EPS, including a copy of the application form and screening questions used, background authorizations, drug screen authorizations, descriptions of background investigation conducted, and any other forms reflective of or utilized during background investigation of employees of Defendant EPS.

<u>RESPONSE</u>: Defendant Española Public Schools is diligently performing a search of its records and will supplement this response upon discovery of any relevant documents.

REQUEST FOR PRODUCTION NO. 22: Please produce copies of all previous allegations or cases involving sexual misconduct by teaching staff or other staff at EPS.

RESPONSE: Defendant Española Public Schools objects to this request as overly burdensome and irrelevant. Having made that objection, the School District will continue to research if there is any such data and if there is, either further objection will be made or it will be produced in a redacted form, and subject to the Confidentiality Order.

REQUEST FOR PRODUCTION NO. 23: Please produce a copy of K.S.'s entire file, including school records, attendance records, any and all documents concerning these incidents, including all memos, handwritten notes, emails, phone messages, statements, recorded statements, correspondence, photographs and any other documents contained in her school file, no matter where such file or files is kept.

<u>RESPONSE:</u> Defendant Española Public Schools will supplement this response upon receipt of K.S.'s file, and a release from K.S. and her parents in this litigation to release her file.

REQUEST FOR PRODUCTION NO. 24: Please produce copies of all notes, emails, statements or other documentation or other records taken by Defendant Ruby Montoya or any staff member with regard to reports or accusations of improper behavior or improper sexual behavior toward students by Defendant Gregor, which memorialize the conversation(s) with Lorraine Hyde, Jennifer Chavez or the mother of Student C concerning improper behavior or improper sexual behavior by Defendant Gregor with the students in his classroom, including notes of conversations Defendant Montoya had with Defendant Gregor about such reports or

accusations, notes of discussions with Mr. Cockerham or other administration, CYFD or law enforcement authorities about such reports or accusations.

RESPONSE: See documents Bates numbered EPS 000241. Defendant Española Public Schools is diligently performing a search of its records and will supplement this response upon further discovery of relevant documents.

Respectfully submitted,

WALZ AND ASSOCIATES, P.C.

/s/ Jerry A. Walz
JERRY A. WALZ, ESQ.
Attorney for Defendants Española Public Schools, and Ruby E. Montoya
133 Eubank Blvd. NE
Albuquerque, NM 87123
505-275-1800
jerryawalz@walzandassociates.com

# ROTHSTEIN, DONATELLI, HUGHES, DAHLSTROM, SCHOENBURG & BIENVENU, LLP

- ATTORNEYS AT LAW -

CAROLYN M. "CAMMIE" NICHOLS

505.243.1443 FAX: 505.242.7845

cmnichols@rothsteinlaw.com

February 18, 2015

#### VIA EMAIL & FIRST CLASS U.S. MAIL

Jerry Walz, Esq.
Walz and Associates
133 Eubank Blvd NE
Albuquerque, NM 87123
Jerryawalz@walzandassociates.com

Re: K.S. v. Santa Fe Public Schools, et al. USDC DNM No. 1:14-CV00385

USDC DIVIT NO. 1:14-C V 0036

Dear Mr. Walz:

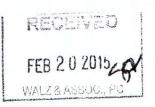
Thank you for providing Defendant Espanola Public Schools' Responses to Plaintiffs' First Set of Interrogatories and Requests for Production to Defendant Espanola Public Schools. This letter is sent pursuant to Fed.R.Civ.P. 37(a) in an effort to resolve discovery disputes without seeking the Court's assistance on these discovery matters.

# ALL ANSWERS TO INTERROGATORIES AND RESPONSES TO REQUESTS FOR PRODUCTION:

Defendant Espanola Public Schools (hereinafter "Defendant EPS") claims in multiple responses, which will be discussed more extensively hereinafter, that Defendant continues to search for responsive records to Plaintiffs' discovery requests. Plaintiffs would like to know when they can expect to receive these responsive documents. Defendant Ruby Montoya's deposition is scheduled to be continued Thursday, February 26, 2015. Because Defendant EPS has not provided, to the best of its ability, complete discovery responses, Plaintiffs reserve the right to continue Defendant Ruby Montoya's deposition after the production of any additional responsive documents that may pertain to Defendant Ruby Montoya. If there are additional responsive information or materials, that are not otherwise privileged, please indicate the nature of the other information or materials in existence, whether by production or disclosure of a privilege log, if necessary.

Additionally, Plaintiffs would like to bring to Defendant EPS' attention that multiple answers to Interrogatories were not complete, with no objection being claimed as reason for the incomplete answer. Again, Plaintiffs will address each answer individually hereinafter.





#### **INTERROGATORY NO. 1**

Defendant EPS answered Plaintiffs' First Set of Interrogatories through Dr. Daniel Trujillo, Superintendent of Espanola Public Schools, however Dr. Trujillo did not sign a verification pursuant to Fed.R.Civ.P. 33(b)(5). Please submit a signed verification for Dr. Daniel Trujillo at your carliest convenience.

#### **INTERROGATORIES NOS. 2 & 8:**

Defendant EPS dodges the essential questions presented in Interrogatories Nos. 2 and 8: Did Espanola Public Schools perform a background check prior to hiring Defendant Gregor? If Defendant EPS considers submitting fingerprints to the FBI a "background check," please state that specifically. Interrogatory 2 is essentially a six-part question. Defendant EPS only directly answers two parts of that question. Please supplement Defendant EPS' answers regarding whether a background check on Defendant Gregor was: 1) formal or informal; 2) whether a criminal record search was done, and if so, whether it was through state agencies, national agencies, or the FBI; and 3) whether Defendant Gregor's references were contacted, and the results of such contact. Additionally, no name is provided as to the person(s) who conducted the background search. Please provide the name of the person(s) who submitted Defendant Gregor's fingerprints to the FBI, who requested the drug test of Defendant Gregor, and who reviewed Defendant Gregor's "affidavit" and employment application.

#### **INTERROGATORY NO. 3**

Again, Defendant EPS fails to answer Interrogatory No. 3 in its entirety. Please supplement Defendant EPS' answer to Interrogatory No. 3 with the following information: 1) whether written or verbal statements were obtained besides the interview transcripts provided; 2) whether safehouse or forensic interviews were conducted, and if so, who requested the safehouse or forensic interviews, including what process they followed to set up those interviews; 3) whether Defendant EPS reported the incidents described in paragraphs 72 through 206 to law enforcement, if so to whom they reported, and if not the reason for not reporting the incidents to law enforcement; and 4) whether Defendant EPS notified CYFD to the incidents described in paragraphs 72 through 206, and if not, the reasons for not contacting CYFD. For the record, Plaintiffs would like to alert Defendant EPS to discrepancies in the bates numbers referenced by Defendant EPS, including: Interview of Naelle (sic) Hernandez at "EPS 0000176-000018" which Plaintiffs assume should have been EPS 000176-000183; as well as "EPS 000223-0002227" which Plaintiffs assume should have been EPS 000223-000227. Please confirm whether Plaintiffs' assumptions are correct.

## INTERROGATORY NO. 6 & REQUEST FOR PRODUCTION NO. 8

Defendant EPS' answer to Interrogatory 6 claims that "no specific policies or protocols be [sic] been located, but the school district would comply with any state law that requires such reporting." Plaintiffs would like Defendant EPS to eliminate conjecture by Plaintiffs and clarify which "state law" or laws *specifically* Defendant EPS would comply with. Additionally, Plaintiffs would like Defendant EPS to clarify whether the policies referred to in response to

Request for Production No. 8 on reporting of sexual harassment allegations are the only policies responsive to this request. Plaintiffs also note that bates numbers EPS 000544-000545 have not been disclosed by Defendant EPS. Additionally, policies numbered EPS 000228-000236, referenced by Defendant EPS in response to Request for Production No. 8, are not related to reporting of sexual harassment allegations.

#### **INTERROGATORY NO. 9**

Defendant EPS objects to Interrogatory No. 9 on the basis of the "overbroad nature of the question as it is able to ascertain Plaintiffs' allegations in Paragraphs 72-206." In an effort to clarify this interrogatory, Plaintiffs are seeking what type of help, if any, was offered to the students involved in the incident described in paragraphs 72 through 206 of Plaintiffs' Complaint. Did Defendant EPS offer them counseling inside the school, or were they referred to counselors outside of the school? Were there meetings between the parents of the students involved and the administration? And did Defendant EPS ever follow up with the students or their parents on the students' well-being, and if so, how often? Additionally, please update Plaintiffs as to the "reasonable inquiries" being made in response to this Interrogatory

#### **INTERROGATORY NO. 10**

Defendant EPS objects to Interrogatory No. 10 based on the interrogatory being "overly broad and vague, seeks information from non-parties, is hearsay at best, is not sufficiently limited in time or scope, and as such, the interrogatory is not reasonably tailored to produce admissible evidence." Plaintiffs disagree. The interrogatory is specifically limited to "while [Gary Gregor] was employed at EPS." Plaintiff also disagrees that information responsive to this interrogatory would not lead to admissible evidence. Given the nature of the claims in Plaintiffs' Complaint for Damages, prior knowledge through rumors, talk, or discussions among students, faculty, or administration, of Defendant Gregor's inappropriate interactions with and behavior towards his students, may prove to be admissible evidence, and is subject to discovery, pursuant to Fed.R.Civ.P. 26(b)(1). Furthermore, this Interrogatory cannot be considered overly broad or vague. Plaintiffs' clearly state in Interrogatory No. 10 that the information is limited to "inappropriate behavior of Gary Gregor." Please supplement this Interrogatory accordingly.

## <u>INTERROGATORY NO. 12;</u> <u>REQUESTS FOR PRODUCTION NOS. 11, 12, 14, 15, 17, 19, 21, & 24</u>

Defendant EPS claims for Interrogatory No. 12 & Requests for Production Nos. 11, 12, 14, 15, 17, 19, 21, & 24 that it is "still performing a diligent search of its records and will supplement this response if additional information is discovered," or some similar language. Plaintiffs would like clarification as to when they can expect to receive supplemental answers and responses to these discovery requests. Plaintiffs cannot leave these requests open-ended given the time requirements set forth in D.N.M.LR-Civ. 26.6 for filing motions to compel under D.N.M.LR-Civ. 37.1.

#### **INTERROGATORY NO. 13**

Again, Defendant EPS attempts to distract Plaintiffs from the answer they are seeking by providing partial information which is not requested in Interrogatory No. 13. Plaintiffs understand that Defendant Gregor states on his employment application as well as swears to in an affidavit that he had never been convicted of offenses such as sexual abuse of a minor, sexual assault, etc. The question asked in Interrogatory No. 13 is whether Defendant Gregor's references were specifically asked if there had been accusations of sexual misconduct at any of his previous jobs. If Defendant Gregor's references were never contacted, please clarify Defendant EPS' answer to Interrogatory No. 13 accordingly.

#### REQUEST FOR PRODUCTION NO. 2 & 22

Defendant EPS objects to Requests for Production Nos. 2 & 22 claiming that they are overly burdensome and irrelevant. Again, given the nature of the claims of inappropriate interactions with and behavior towards EPS students in Plaintiffs' Complaint for Damages, information concerning sexual misconduct by other EPS employees or agents, and by teaching or other staff, is entirely relevant. Furthermore, Plaintiffs would hope that the number of sexual misconduct claims against EPS employees or agents, and teaching and other staff, is not so great as to cause the search for this information to be overly burdensome. Plaintiffs are seeking reports, whether done internally by administration, or externally by law enforcement or other entities, into allegations of sexual misconduct, which Defendant EPS has in their possession. An example would be incident reports of sexual misconduct against Jimmy Montoya. Additionally, Plaintiffs would like clarification as to when they can expect to receive a supplemental response to this Request for Production.

### **REQUEST FOR PRODUCTION NO. 6**

Defendant EPS refers Plaintiffs to several documents in response to Request for Production No. 6, however Plaintiff is aware of additional documents that are responsive to this request, but which were not referenced therein. Additionally, Plaintiffs were made aware of additional information that was not provided during the deposition of Defendant Ruby Montoya on February 16, 2015. Defendant Montoya testified that she kept a spiral notebook of complaints against Defendant Gregor in a "personnel" file in the filing cabinets in her secretary's office. Plaintiffs will clarify that this Request is not limited to reports from Lorraine Hyde or Julia Bergen, but to *all* complaints reported *in any format* of violations of law or other misconduct by Defendant Gregor. Please supplement this Request accordingly.

#### **REQUEST FOR PRODUCTION NO. 9**

Defendant EPS provided Plaintiffs with attendance rosters for trainings on a variety of topics, including retirement, from 1996 through 2014, most of which did not fall during the time frame requested by Plaintiffs, 2004 to 2010. Defendant EPS does not provide policies, procedures, guidelines, handouts, brochures, or handbooks (possibly student handbooks) regarding harassment that would have been given to staff, students, or parents. Please clarify as to when Plaintiffs can expect to receive a supplemental response to this Request for Production.

#### **REQUEST FOR PRODUCTION NO. 16**

Defendant EPS vaguely objects to Request for Production No. 16 based on the "scope" of the request, the "lack of identification of any time periods," and the "overbroad and over burdensome nature of the request." Plaintiff clarifies that this Request is limited in time from 2000 to the present time. Additionally, Plaintiffs disagree that this Request is overbroad and over burdensome. Plaintiffs doubt that internal or external evaluations of implementation and effectiveness of sexual misconduct protocol occur more than annually, if that. Please clarify as to when Plaintiffs can expect to receive a supplemental response to this Request for Production. Plaintiffs respectfully request that Defendant EPS withdraw these objections.

## REQUEST FOR PRODUCTION NO. 20

Defendant EPS objects to Request for Production No. 20 based on there being no time parameters, relevance, and that the Request is "overly broad and overly burdensome." Plaintiff clarifies that this Request is limited in time from 2004 through 2010. Additionally, Plaintiffs disagree that this Request is overbroad and over burdensome as Plaintiffs are seeking possibly a single policy or procedure which is narrowly related to staff evaluations. Furthermore, Plaintiffs do not believe this Request is irrelevant as one of the issues involved in this matter is whether Defendant Gregor was fairly or appropriately evaluated by administration. Please clarify as to when Plaintiffs can expect to receive a supplemental response to this Request for Production. Plaintiffs respectfully request that Defendant EPS withdraw these objections.

### **REQUEST FOR PRODUCTION NO. 23**

Defendant EPS claims that it will supplement this response "upon receipt of K.S.'s file, and a release from K.S. and her parents in this litigation to release her file." Plaintiffs have provided Defendant EPS with HIPAA release forms for Plaintiff K.S. If some other form of release is needed, please provide it to Plaintiffs. Please note, Plaintiffs should not have to sign a release when requesting school records related to Plaintiff K.S. Please clarify as to when Plaintiffs can expect to receive a response to this Request.

#### **CONCLUSION**

Thank for your attention to these matters. Please supplement or clarify Defendant EPS' discovery answers and responses as requested above, by February 24, 2015. If you would like to discuss these matters further, please feel free to call at any time.

Thank you for your time and attention to these matters.

BRENDAN K. EGAN MAGGIE H. LANE Attorneys for Plaintiffs

# CMN/cls

cc:

Henry Narvaez, Esq. Carlos Sedillo, Esq. Keya Koul, Esq. Desiree Gurule, Esq.

## **Crystal Garcia**

From: Eileen Ulibarri <eileen.ulibarri@k12espanola.org>

Sent: Thursday, March 05, 2015 1:36 PM

To: Pablo Lujan; Lucas Fresquez; Annabelle Almager; ruben12archuleta@yahoo.com;

Yolanda Martinez

Cc: Danny Trujillo; Gilbert Sanchez

Subject: Spring Budget

Attachments: image001.png; 2015 Spring Budget Workshop Tentative Schedule.pdf

I need to know if you will be needing a room for Wednesday night or just Thursday? Please let me know. Thank you. Attached is the Agenda.

Eileen M. Ulibarri
Executive Administrative Assistant
Superintendent's Office
Española Public Schools
714 Calle Don Diego
Española, New Mexico 87532
ph. no. (505) 367-3303

email: eileen.ulibarri@k12espanola.org [cid:image001.png@01D05749.37594210]

Quote:

"if your actions inspire others to dream more, learn more, do more and become more, you are a leader." John Quincy Adams

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# NEW MEXICO PUBLIC EDUCATION DEPARTMENT AND NEW MEXICO ASSOCIATION OF SCHOOL BUSINESS OFFICIALS

## 2015 SPRING BUDGET WORKSHOP

## Hotel Albuquerque April 8-10, 2015

	TENTATIVE WORKSHOI	
Wednesday, April 8 <sup>th</sup>	8:00 AM - 5:00 PM	Registration
	1:00 PM - 3:00 PM	Operating Budget Overview
	3:30 PM - 5:00 PM	Financial Oversight and Conflicts of
		Interest
	5:30 PM - 6:30 PM	"Networking Social"
Thursday, April 9th	7:00 AM - 8:30 AM	Registration/Continental Breakfast
	8:30 AM - 12:00 Noon	General Session
	1:30 PM - 3:00 PM	A Conversation with Superintendents School Transportation
		District Budget and Program Review
		GASB 68 Update
		Title I and Title II Program Funding
		NMTEACH Effectiveness System
	3:30 PM - 5:00 PM	A Conversation with Charter School
		Leaders
		Capital Outlay
		Instructional Materials
		2015 NM System of Support during
		PARCC Transition
		NM Graduates Now
		NMTEACH Effectiveness System
	6:00 PM – 8:00 PM	"Networking Social"
Friday, April 10 <sup>th</sup>	7:30 AM – 8:30 AM	Continental Breakfast
	8:30 AM – 12:00 Noon	NMTEACH Effectiveness System
		Capital Outlay
		NMPSIA Risk and Benefits
		Office of the State Auditor
		TAMMILUI

12:00 Noon Adjournment

**State and Federal Grants** 

**GASB 68 Update** 

Reimbursement-Target Allowability Title III: Maximizing Use of Funds to Local Maintenance of Effort (MOE) Requests for Reimbursement (RfR)

### **Crystal Garcia**

From: Susan Baca-Garcia <sbaca-garcia@pomsassoc.com>

**Sent:** Wednesday, April 22, 2015 3:48 PM **To:** danny.trujillo@k12espanola.org

Cc: james.dorn@state.nm.us

Subject: Espanola Public Schools - Follow-Up Summary Reports (1st)

Attachments: 2015\_04\_14 - 1st Follow-Up - Hernandez Elementary.pdf; 2015\_04\_14 - 1st Follow-Up

- James\_H.\_Rodriguez\_Elementary\_School.pdf; 2015\_04\_14 - 1st Follow-Up - Tony Quintana Elementary.pdf; 2015\_04\_14 - 1st Follow-Up - Abiquiu Elementary.pdf

Importance: High

Dr. Trujillo:

Attached are the 1<sup>st</sup> Follow-Up Summary Reports conducted on April 14, 2015, by Jim Dorn, Risk Services Consultant, for the New Mexico Public School Insurance Authority (NMPSIA), for the following locations:

- James Rodriguez Elementary
- Hernandez Elementary
- Tony Quintana Elementary
- Abiquiu Elementary

Should you have questions or if we can be of further assistance with safety and/or risk related matters, please feel free to contact Mr. Dorn at (800) 548-3724 or myself at (505) 797-1354.

\*\* Please note your Risk Consultant will be following up with you within the next 60 days.

Thank You,

Susan Baca-Garcia Administrative Assistant



Poms & Associates Risk Services 320 Osuna NE, Suite C-1 | Albuquerque, NM 87107 505-797-1354 | Fax 505-797-1432 sbaca-garcia@pomsassoc.com

www.pomsassoc.com

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Woodland Hills, CA (800) 578-8802 Albuquerque, NM (800) 898-6236 Centennial, CO (877) 208-9241 Walnut Creek, CA (800) 578-8802

#### **Filters**

Statuses: Open, Scheduled, Corrected, Deferred

Hazard Priorities: All

Hazard Priority Legend		
1 - Egress Issue	A - Facilities/Planning	I - Immediate
2 - Injury Hazard	B - Custodial or Maintenance	H - High
3 - Property Loss	C - Policy and/or Procedures	M - Medium
4 - Regulatory or Legal Issue	D - Employee Practices	L-Low
5 - Accepted Best Practices		O - Ongoing / Preventative

Project Nai 2015	me: Espanola Public Schools 2014- Member Agency: Es	panola Public Schools							
Report I	Name: Hernandez Elementary School - Apr	il 14, 2015, Follow-Up (1st)							
	Question: Are paved surfaces, such as parking lots, sidew	alks, and courtyards, free of hazardous condition	s or deterioratio	n?					
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred Reason
2014-001	Minor pavement deterioration	2,4 - B - M - C	Open					0	N/A
# F 3	Question: Does interior and exterior lighting appear to be	adequate, and are lighting fixtures in good condi	ition?				<b>有一种人</b>		
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred Reason
2014-002	Dirty/Yellowed Diffusers	2,4 - B - O - C	Open			134		0	N/A
	Question: Does interior and exterior lighting appear to be	adequate, and are lighting fixtures in good condi	ition?						
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred Reason
2014-003	Missing Light Diffusers	5 - B - L - C	Open					0	N/A
	Question: Do building structures and finish materials app	ear to be in good condition and free of visible det	erioration?			#5			
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred Reason
2014-004	Damaged Stucco Siding	3,4 - A,B - L - C	Open					0	N/A



	Question: Do building structures and finish materials appear to	be in good condition and free of visible dete	erioration?						
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred
014-005	Deteriorating Roof Materials	3,4 - A,B - M - C	Open		74			0	O N/A
	Question: Was the building free of apparent leaks or other obvi	ious water intrusion?						Address to the	
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
014-006	Ceiling Stains / Evidence of Leaks	3,4 - B - M - C	Corrected	Facilities		4/14/2015		0	N/A
	Question: Do walls and ceilings appear to be of an appropriate	type and condition?							
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
014-007	Holes in ceiling – cause unknown	2,3,4 - B,C - M - C	Corrected	Custodial		4/14/2015		0	N/A
	Question: Do walls and ceilings appear to be of an appropriate	type and condition?							
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
014-008	holes in wall or ceilings	3,5 - B - L - C	Scheduled/ Assigned	Maintenance				0	N/A
	Question: Do walls and ceilings appear to be of an appropriate	type and condition?			6 (4)		74		
74	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred,
014-009	loose suspended ceiling tiles	2,3,4 - B - M - C	Corrected	Custodial		4/14/2015		0	N/A
	Question: Do walls and ceilings appear to be of an appropriate	type and condition?	1. 图像 a X						
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
014-010	Missing Ceiling Tiles (no exposed insulation)	2,3,4 - B,C - M - C	Corrected	Custodial		4/14/2015		0 (	N/A
	Question: Are floors and floor coverings of an appropriate type	and condition?			Marie III			The second	
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
014-011	damaged tiles	2,4 - A,B - M - C	Open					0 (	N/A
	Question: Are stairs and ramps in good condition and equipped	with handrails where required?							10 15
13	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
014-012	Exterior Steps Damaged	2.4 - B - M - C	Open	1 31					N/A



	Question: Are exits and exit paths unobstructed and regularly inspected, and are d	oors free of inappropriate	e locks?						
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred Reason
014-013	Double Cylinder Deadbolt Locks on Exit Doors	1,4 - B - H - C	Open			4 /2 10		0	0 N/A
	Question: Are "EXIT" and "NOT AN EXIT" signs installed?								
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred Reason
014-014	Exit Signs Not Illuminated at Time of Audit	1,4 - A,B - H - C	Corrected	Maintenance		4/14/2015		0	N/A
	Question: Are the appropriate types of fire extinguishers properly installed, unobst	tructed, inspected on a m	onthly and annua	al basis, and equip	ped with se	rvice tags?			
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
014-015	Monthly Fire Extinguisher Inspections Not Performed	3,4 - B,C,D - M - NC	Corrected	Custodial		4/14/2015		0	N/A
	Question: Are electrical wiring systems in good condition; is live wiring properly ca	oped and concealed; and	is wiring free of o	damage or improp	er usage?				
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
014-016	electric junction boxes open	2,3,4 - B,D - H - C	Corrected	Maintenance		4/14/2015		0	N/A
	Question: Are plumbing systems and fixtures in good condition and free from dama	age or leaking?							
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred Reason
014-017	Water Fountain with Inadequate Pressure	2,4 - B - M - C	Corrected	Maintenance		4/14/2015		0	N/A
	Question: Are an appropriate number of restrooms designed to accommodate pers	ons with disabilities?							
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
014-018	Lavatory Traps Not Protected	2,4 - A,B - L - C	Open					0	N/A
	Question: Are other general conditions free of apparent hazards or concerns?								
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
014-019	Bird Nests / Droppings in Exterior Lights, Building Structures and Exterior Utilities	2,3,4 - B - M - NC	Corrected	Custodial		4/14/2015		0	N/A



	Question: Are classroom decorations displayed in a safe and acceptable	manner?							
#	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
2014-020	Paper Covers Door Windows - Security Issue	3,4 - C,D - M - NC	Open					0	N/A
	Question: Are playground areas equipped with signage that provides w	arnings, age appropriateness, and o	ther relevant in	formation?					
•	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
2014-021	Need Age Apprpriateness and Supervision Signs	4 - A - L - NC	Open		20.7			0	N/A
	Question: Are playground structures equipped with a shock absorbing s	urface of an appropriate type and d	epth beneath th	nem?					
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
2014-022	rocks and vegetation in surface protection material	2,4 - B,C - H - NC	Open					0	N/A
	Question: Are playground structures equipped with a shock absorbing s	urface of an appropriate type and d	epth beneath th	nem?				ar grant of	
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
2014-023	insufficient depth and not throughout zones - complete	2,4 - B,C - O - NC	Open					0	N/A
	Question: Is an accessible path provided to all play structures, and are a	n appropriate number of play event	s provided for p	ersons with disa	bilities?				
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason



Filters	<b>斯尼克里特尼斯特特尼斯特斯特斯特特斯特斯特斯特斯特斯特斯特斯特斯特斯特斯特斯特斯特斯特</b>
Statuses: Open, Scheduled, Corrected, Deferred	
Hazard Priorities: All	

Hazard Priority Legend		
1 - Egress Issue	A - Facilities/Planning	I - Immediate
2 - Injury Hazard	B - Custodial or Maintenance	H - High
3 - Property Loss	C - Policy and/or Procedures	M - Medium
4 - Regulatory or Legal Issue	D - Employee Practices	L-Low
5 - Accepted Best Practices		O - Ongoing / Preventative

Project Nai 2015	me: Espanola Public Schools 2014- Member Agency: Espa	inola Public Schools							
Report I	Name: Tony E. Quintana Elementary School	- April 14, 2015, Follow-Up (1st)							
	Question: Is fencing provided, and are fences and gates of a	n appropriate type and condition?							
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
014-001	fence damaged	2,3,4 - A,B - M - C	Open					0 (	N/A
	Question: Do doors, windows, and glass appear to be of an	appropriate type and condition?							
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
2014-002	Deteriorating window frame.	1,5 - B - M - C	Open					0 (	N/A
	Question: Do doors, windows, and glass appear to be of an	appropriate type and condition?							
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
2014-003	Damaged door frames	1,5 - B - M - C	Open					0 0	N/A
	Question: Was the building free of apparent leaks or other	obvious water intrusion?							
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
2014-004	Ceiling Stains / Evidence of Leaks	3.4 - B - M - C	Open					0 0	N/A



	Question: Do walls and ceilings appear to be of an appropriate type a	nd condition?						The same	
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
014-005	holes in wall or ceilings	3,5 - B - L - C	Open					0	0 N/A
	Question: Are "EXIT" and "NOT AN EXIT" signs installed?								
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
014-006	Exit Signs Not Illuminated at Time of Audit	1,4 - A,B - H - NC	Open					0	N/A
	Question: Are the appropriate types of fire extinguishers properly ins	talled, unobstructed, inspected on a mo	nthly and ar	nual basis	, and equip	ped with s	ervice tags?		
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
14-007	Obstructed Fire Extinguisher	3,4 - B,C,D - M - NC	Open			71		0 (	N/A
100	Question: Are the appropriate types of fire extinguishers properly ins	talled, unobstructed, inspected on a mo	nthly and ar	nual basis	, and equip	ped with se	ervice tags?		
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
14-008	Monthly Fire Extinguisher Inspections Not Performed	3,4 - B,C,D - M - NC	Open					0 (	N/A
	Question: Are alarm systems installed and tested on a regular basis, a	and are pull stations and alarm panels un	obstructed						
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
14-009	Obstructed Fire Alarm Pull Station	2,3,4,5 - B,C,D - H - NC	Open				- 4%-	0 0	N/A
	Question: Are electrical panels and utility shutoff switches and valves condition?	unobstructed, properly labeled or ident	ified, and p	rotected fr	om tamper	ing; and do	visible syste	m components	appear to be in good
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
14-010	outside electric controls not locked	4 - B - M - C	Open					0 (	N/A
	Question: Are electrical wiring systems in good condition; is live wirin	g properly capped and concealed; and is	wiring free	of damage	or improp	er usage?			三分字 三路
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
		P SALE							
014-011	Exterior electric junction boxes and/or fittings missing covers	2,4 - B - H - C	Open		107 5 7			0 (	N/A



	Question: Are electrical fixtures properly installed, properly protected, and free of	damage?							
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
14-012	exterior outlet missing weatherproof cover	3,4 - B - H - C	Open					0 (	N/A
	Question: Are other general conditions free of apparent hazards or concerns?								
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
14-013	Unsecured Trophies	2,3,4,5 - C,D - M - NC	Open					0 (	N/A
	Question: Are other general conditions free of apparent hazards or concerns?								
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
14-014	Should Label Roof Access Rooms	5-A-L-C	Open					0 (	N/A
	Question: Are other general conditions free of apparent hazards or concerns?								
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
14-015	Roof access ladder obstructed	2,3,4 - B,D - M - NC	Open					0 (	N/A
	Question: Are other general conditions free of apparent hazards or concerns?								
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
14-016	unsafe stepladder usage	2,4 - D - H - NC	Open				11 25%	0 0	N/A
	Question: Are other general conditions free of apparent hazards or concerns?						un de la companya de		
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
14-017	Bird Nests / Droppings in Exterior Lights, Building Structures and Exterior Utilities	2,3,4 - B - M - NC	Open					0	N/A
	Question: Are courts and court fixtures free of apparent hazards?								
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
14-018	chain nets	2,5 - A - M - NC	Open					0 0	N/A



	Question: Are playground structures equipped with a shock absorbing	surface of an appropriate type and o	lepth beneath t	hem?		(A)					
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason		
014-019	rocks and vegetation in surface protection material	2,4 - B,C - H - NC	Open					0	N/A		
	Question: Are playground structures equipped with a shock absorbing	surface of an appropriate type and d	lepth beneath ti	hem?							
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason		
014-020	insufficient depth and not throughout zones - complete	2,4 - B,C - O - NC	Complete					0	N/A		
	Question: Are play structure fasteners of an appropriate type and condition to reduce the likelihood of clothing entanglement, punctures, or lacerations?										
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason		
014-021	S-Hooks Open – Complete	2,4 - B,C - H - NC	Complete			His		0 (	N/A		



#### **Filters**

Statuses: Open, Scheduled, Corrected, Deferred

Hazard Priorities: All

Hazard Priority Legend						
1 - Egress Issue	A - Facilities/Planning	I - Immediate				
2 - Injury Hazard	B - Custodial or Maintenance	H - High				
3 - Property Loss	C - Policy and/or Procedures	M - Medium				
4 - Regulatory or Legal Issue	D - Employee Practices	L - Low				
5 - Accepted Best Practices		O - Ongoing / Preventative				

Project Na 2015	me: Espanola Public Schools 2014- Member Agency: Espanola	Public Schools					77		
	Name: Abiquiu Elementary School - April 14, 200	15, Follow-Up (1st)							
	Question: Are paved surfaces, such as parking lots, sidewalks, an	d courtyards, free of hazardous conditions	s or deterioration	7					
#	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
2014-001	Minor pavement deterioration	2,4 - B - M - C	Open				-	0	O N/A
	Question: Do building structures and finish materials appear to b	e in good condition and free of visible det	erioration?						
#	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
2014-002	Deteriorated Wooden Building Components / Trim	3,4 - A,B - M - C	Open					0	O N/A
	Question: Do doors, windows, and glass appear to be of an appro	priate type and condition?		6.73		ada a			
#	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
2014-003	Damaged door frames	1,5 - B - M - C	Open					0	O N/A
	Question: Was the building free of apparent leaks or other obvio	us water intrusion?							
¥	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
2014-004	Ceiling Stains / Evidence of Leaks	3,4 - B - M - C	Corrected	Maintenance		4/14/2015	1	0	N/A



	Question: Do walls and ceilings appear to be of an appropriate type a	nd condition?							
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
014 005	U-1- 1 19	224 BC M C	Scheduled/	Custodial		8/3/2015		0	201/4
014-005	Holes in ceiling – cause unknown  Question: Are floors and floor coverings of an appropriate type and co	2,3,4 - B,C - M - C ondition?	Assigned	Custodiai		8/3/2015		U .	N/A
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred Reason
014-006	damaged tiles	2,3,4,5 - A,B - M - C	Open			7 12 7		0	N/A
	Question: Are the appropriate types of fire extinguishers properly inst	talled, unobstructed, inspected on a mo	onthly and annua	il basis, and equ	ipped with se	rvice tags?			
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
2014-007	Monthly Fire Extinguisher Inspections Not Performed	3,4 - B,C,D - M - NC	Open					0	N/A
	Question: Are fire hoses and standpipe systems properly inspected, m		The Table						
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
014-008	Fire Hose Box with No Tag, Possibly Abandoned	3,4 - B,C - L - NC	Open	154				0	N/A
	Question: Are electrical power cords and extension cords properly pla	ced and free from damage or inapprop	riate use?						
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
014-009	Power Cords Placed Across Aisles	2,4 - A,D - H - NC	Open					0	N/A
	Question: Are utility meters, gas tanks, and other utilities protected for	om damage?							
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
014-010	transformer only – no protection	2,3,5 - A - M - C	Open					0	N/A
	Question: Are storage areas uncluttered with adequate aisles maintai	ned, and is overhead storage secured v	vith sufficient cle	earance to the co	eiling or sprink	der heads?			
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
014-011	Housekeeping Should Be Improved	2,3,4 - B,D - M - NC	Corrected	Custodial		4/14/2015		0 (	N/A



	Question: Is the site free of graffiti or other signs of vandalism?								
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
014-012	graffiti found	3,5 - B - O - NC	Corrected	Custodial		4/14/2015		0	0 N/A
	Question: Are other general conditions free of apparent hazards or concerns?								
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
014-013	Unsecured Trophies	2,3,4,5 - C,D - M - NC	Corrected	Maintenance		4/14/2015		0	0 N/A
	Question: Are other general conditions free of apparent hazards or concerns?								
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
014-014	Deteriorating Wooden Benches	2,4 - A,B - H - C	Corrected	Maintenance	17/1	4/14/2015		0 (	N/A
	Question: Are other general conditions free of apparent hazards or concerns?								
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
014-015	Bird Nests / Droppings in Exterior Lights, Building Structures and Exterior Utilities	2,3,4 - B - M - NC	Corrected	Custodial		4/14/2015		0	N/A
	Question: Are playground areas equipped with signage that provides warnings, age	appropriateness, and other	er relevant info	rmation?				40 61	
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
014-016	Need Age Apprpriateness and Supervision Signs	4 - A - L - NC	Open		10.5			0 (	N/A
	Question: Are playground structures equipped with a shock absorbing surface of a	n appropriate type and dep	th beneath the	m?					
R E	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
14-017	insufficient depth and not throughout zones - complete	2,4 - B,C - O - NC	Open					0 0	N/A
	Question: Are playground structures equipped with a shock absorbing surface of an	n appropriate type and dep	th beneath the	m?					TOP S
	Description	Hazard Priority	Status	Dept.	Worker	Date	Labor	Materials	If Deferred, Reason
14-018	rocks and vegetation in surface protection material	2.4 - B.C - H - NC	Open					0	N/A



## **Crystal Garcia**

From:

Bobbie Gutierrez <bobbie.gutierrez@k12espanola.org>

Sent:

Wednesday, July 22, 2015 10:50 AM

То:

Eileen Ulibarri

Subject:

Re: Tort Claim

Attachments:

image001.png

Hi Eileen,

Tort claims need to be submitted to NMPSIA for review and assignment.

Thanks,

**Bobbie** 

Sent from my iPhone

On Jul 21, 2015, at 4:47 PM, Eileen Ulibarri < <a href="mailto:eileen.ulibarri@k12espanola.org">eileen.ulibarri@k12espanola.org</a> wrote:

Please see attachment.

Eileen M. Ulibarri Executive Administrative Assistant Superintendent's Office Española Public Schools 714 Calle Don Diego Española, New Mexico 87532 ph. no. (505) 367-3303

email: eileen.ulibarri@k12espanola.org<mailto:eileen.ulibarri@k12espanola.org>

[cid:image001.png@01D0C3D4.E650EA50]

Quote:

"if your actions inspire others to dream more, learn more, do more and become more, you are a leader." John Quincy Adams

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## **Crystal Garcia**

From: Eileen Ulibarri <eileen.ulibarri@k12espanola.org>

**Sent:** Wednesday, July 22, 2015 10:52 AM

To: Bobbie Gutierrez
Subject: RE: Tort Claim

Attachments: image002.png; image003.png

Hi, Bobbie,

I did sent it to NMPSIA yesterday, our contact person is Mr. Greg Ramirez. I got a message that he is out of the office on vacation. I will contact the NMPSIA office and see if I need to resend it to another person..

Eileen M. Ulibarri
Executive Administrative Assistant
Superintendent's Office
Española Public Schools
714 Calle Don Diego
Española, New Mexico 87532
ph. no. (505) 367-3303

email: <a href="mailto:eileen.ulibarri@k12espanola.org">eileen.ulibarri@k12espanola.org</a>
[cid:image002.png@01D0C46C.80ABA8F0]

Quote:

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John Quincy Adams

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Thanks, Bobbie

Sent from my iPhone

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Please see attachment.

Eileen M. Ulibarri Executive Administrative Assistant Superintendent's Office Española Public Schools 714 Calle Don Diego Española, New Mexico 87532

ph. no. (505) 367-3303

email: eileen.ulibarri@k12espanola.org<mailto:eileen.ulibarri@k12espanola.org>

[cid:image003.png@01D0C46C.80ABA8F0]

Quote:

"if your actions inspire others to dream more, learn more, do more and become more, you are a leader." John Quincy Adams

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## **Crystal Garcia**

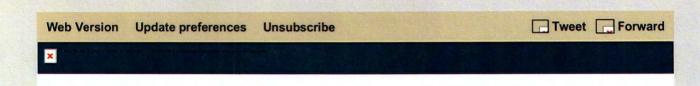
From: Poms & Associates <pomsconnects=pomsassoc.com@cmail2.com> on behalf of

Poms & Associates <pomsconnects@pomsassoc.com>

Sent: Monday, August 10, 2015 8:00 AM

To: Arthur Blea

Subject: Important Alert for Free Online Training



### **Welcome to Poms Connects**

The New Mexico Public Schools Insurance Authority, in conjunction with Poms & Associates, would like to invite you to join Poms Connects, an online knowledge sharing portal. Your free account gives you access to a wealth of information on school safety, security, human resources, and more. Features of Poms Connects include:

- School Spotlight A blog dedicated to covering school specific issues such as safety and security.
- Library A database of useful resources, including training materials, sample policies, checklists, and more.
- Training Free access to live webinars, as well as an archive of webinars available for viewing on demand.
- Ask Poms You have questions? We have answers. Fill out a simple form, and the experts
  at Poms Connects will get back to you within 48 hours with a comprehensive answer to your
  inquiry.

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320 Osuna Rd NE, Suite C-1 Albuquerque, NM 87107 505.797.1354

# **U.S. District Court** District of New Mexico - Version 6.1 (Albuquerque) CIVIL DOCKET FOR CASE #: 1:14-cv-00385-SCY-KBM

K.S. v. Santa Fe Public Schools et al

Assigned to: Magistrate Judge Steven C. Yarbrough Referred to: Magistrate Judge Karen B. Molzen

Case in other court: First Judicial District Court, CV-14-00491

Cause: 28:1441 Petition for Removal- Civil Rights Act

Date Filed: 04/25/2014 Jury Demand: Plaintiff

Nature of Suit: 440 Civil Rights: Other

Jurisdiction: Federal Question

### **Plaintiff**

K. S.

by and through her parents and next friend

T.S.

next friend

A.R.

## represented by Carolyn M. Nichols

Rothstein, Donatelli LLP 500 4th St. NW, Suite 400 Albuquerque, NM 87102 505-243-1443

Fax: 505-242-7845

Email: cmnichols@rothsteinlaw.com

LEAD ATTORNEY

ATTORNEY TO BE NOTICED

## Maggie H Lane

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#### Alicia Consuelo Lopez

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V.

## **Defendant**

**Santa Fe Public Schools** *TERMINATED: 07/14/2015* 

## represented by Desiree D Gurule

The Brown Law Firm
3777 The American Rd. NW
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Kevin M. Brown

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#### **Keya Koul**

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**Daniel J Macke**Brown Law Firm

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## **Defendant**

Vickie L. Sewing

TERMINATED: 07/14/2015

## represented by Desiree D Gurule

(See above for address)

LEAD ATTORNEY

ATTORNEY TO BE NOTICED

#### Kevin M. Brown

(See above for address)

LEAD ATTORNEY

ATTORNEY TO BE NOTICED

## Keya Koul

(See above for address)

LEAD ATTORNEY

ATTORNEY TO BE NOTICED

#### **Daniel J Macke**

(See above for address)

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#### **Defendant**

**Espanola Public Schools** 

#### represented by Jerry A. Walz

Walz and Associates 133 Eubank NE Albuquerque, NM 87123 505-275-1800

Fax: 505-275-1802

Email: jerryawalz@walzandassociates.com

ATTORNEY TO BE NOTICED

#### **Defendant**

Ruby E. Montoya

#### represented by Jerry A. Walz

(See above for address)

ATTORNEY TO BE NOTICED

#### Defendant

Gary F. Gregor

All in their individual capacity

#### represented by Carlos E Sedillo

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LEAD ATTORNEY

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# Henry F. Narvaez

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LEAD ATTORNEY

ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
04/25/2014	1	NOTICE OF REMOVAL by Espanola Public Schools, Ruby E. Montoya from First Judicial District Court, case number D-101-CV-2014-00491. (Filing Fee - Deliver Payment), filed by Espanola Public Schools, Ruby E. Montoya. (Attachments: # 1 Civil Cover Sheet, # 2 Appendix Attachment to Civil Cover Sheet, # 3 Exhibit A, # 4 Exhibit B, # 5 Exhibit C, # 6 Exhibit D, # 7 Exhibit E, # 8 Exhibit F, # 9 Exhibit G)(Walz, Jerry) (Entered: 04/25/2014)
04/25/2014		Magistrate Judge Robert Hayes Scott and Magistrate Judge Karen B. Molzen assigned. (iad) (Entered: 04/25/2014)
04/25/2014	2	PLEASE TAKE NOTICE that this case has been randomly assigned to United States Magistrate Judge Robert Hayes Scott to conduct dispositive proceedings in this matter, including motions and trial. Appeal from a judgment entered by a Magistrate Judge will be to the United States Court of Appeals for the Tenth Circuit. It is the responsibility of the case filer to serve a copy of this Notice upon all parties with the summons and complaint. Consent is strictly voluntary, and a party is free to withhold consent without adverse consequences. Should a party choose to consent, notice should be made no later than 21 days after entry of the Order setting the Rule 16 Initial Scheduling Conference. For e-filers, visit our Web site at www.nmcourt.fed.us for more information and instructions.  [THIS IS A TEXT-ONLY ENTRY. THERE ARE NO DOCUMENTS ATTACHED.] (iad) (Entered: 04/25/2014)
04/28/2014	3	Filing fee: \$ 400.00, receipt number ALB025876 (dmw) [THIS IS A TEXT-ONLY ENTRY. THERE ARE NO DOCUMENTS ATTACHED.] (Entered: 04/28/2014)
04/28/2014	4	NOTICE of Appearance by Kevin M. Brown on behalf of Santa Fe Public Schools, Vickie L. Sewing (Brown, Kevin) (Entered: 04/28/2014)

04/29/2014	<u>5</u>	NOTICE of Appearance by Henry F. Narvaez on behalf of Gary F. Gregor (Narvaez, Henry) (Entered: 04/29/2014)
04/29/2014	<u>6</u>	NOTICE by Espanola Public Schools, Ruby E. Montoya re 1 Notice of Removal, Notice of Filing of Certified State Court File (Attachments: # 1 Exhibit A_Part 1, # 2 Exhibit A_Part 2, # 3 Exhibit A_Part 3)(Walz, Jerry) (Entered: 04/29/2014)
05/05/2014	7	AMENDED COMPLAINT for Civil Rights Violations, Title IX Violations, Battery, Negligency, and Other Tortious Conduct against K. S, filed by K. S(Nichols, Carolyn) (Entered: 05/05/2014)
05/06/2014	8	CONSENT TO PROCEED Before a U.S. Magistrate Judge. Under 28 U.S.C. 636(c) and Fed.R.Civ.P. 73(b), Gary F. Gregor voluntarily consent(s) to have United States Magistrate Judge Robert Hayes Scott conduct dispositive proceedings in this matter, including motions and trial, and order the entry of final judgment. (Narvaez, Henry) [THIS IS A TEXT-ONLY ENTRY. THERE ARE NO DOCUMENTS ATTACHED.] (Entered: 05/06/2014)
05/07/2014	9	CONSENT TO PROCEED Before a U.S. Magistrate Judge. Under 28 U.S.C. 636(c) and Fed.R.Civ.P. 73(b), Espanola Public Schools, Ruby E. Montoya voluntarily consent(s) to have United States Magistrate Judge Robert Hayes Scott conduct dispositive proceedings in this matter, including motions and trial, and order the entry of final judgment. (Walz, Jerry) [THIS IS A TEXT-ONLY ENTRY. THERE ARE NO DOCUMENTS ATTACHED.] (Entered: 05/07/2014)
05/13/2014	10	PLEASE TAKE NOTICE that this case has been randomly reassigned to Magistrate Judge Steven C. Yarbrough to conduct dispositive proceedings in this matter, including motions and trial. Appeal from a judgment entered by a Magistrate Judge will be to the United States Court of Appeals for the Tenth Circuit. It is the responsibility of the case filer to serve a copy of this Notice upon all parties with the summons and complaint. Consent is strictly voluntary, and a party is free to withhold consent without adverse consequences. Should a party choose to consent notice must be made no later than 21 days after entry of the Order setting the Rule 16 Initial Scheduling Conference.  For e-filers, visit our Web site at www.nmcourt.fed.us for more information and instructions.  Magistrate Judge Robert Hayes Scott no longer assigned to this case.  [THIS IS A TEXT-ONLY ENTRY. THERE ARE NO DOCUMENTS ATTACHED.] (kdh) (Entered: 05/13/2014)
05/19/2014	11	ANSWER to Complaint by Santa Fe Public Schools, Vickie L. Sewing. Related document: 7 Amended Complaint filed by K. S. (Koul, Keya) (Entered: 05/19/2014)
05/19/2014	12	Defendant Gary Gregor's ANSWER to Complaint First Amended by Gary F. Gregor. Related document: 7 Amended Complaint filed by K. S. (Narvaez, Henry) (Entered: 05/19/2014)
05/19/2014	13	AMENDED ANSWER to 7 Amended Complaint by Espanola Public Schools, Ruby E. Montoya. (Walz, Jerry) (Entered: 05/19/2014)

05/21/2014	14	INITIAL SCHEDULING ORDER by Chief Magistrate Judge Karen B. Molzen setting a Telephonic Rule 16 Initial Scheduling Conference for 7/2/2014 at 02:00 PM in Albuquerque - Telephonic Hearing/Conference before Chief Magistrate Judge Karen B. Molzen. Joint Status Report and Provisional Discovery Plan due by 6/25/2014. Unless otherwise notified by the Clerk or the Court a notice of consent or non-consent for this case to proceed before the trial Magistrate Judge should be submitted by each party no later than 6/11/2014. (am) (Entered: 05/21/2014)
05/23/2014	15	CONSENT TO PROCEED Before a U.S. Magistrate Judge. Under 28 U.S.C. 636(c) and Fed.R.Civ.P. 73(b), Gary F. Gregor voluntarily consent(s) to have United States Magistrate Judge Steven C. Yarbrough conduct dispositive proceedings in this matter, including motions and trial, and order the entry of final judgment. (Narvaez, Henry) [THIS IS A TEXT-ONLY ENTRY. THERE ARE NO DOCUMENTS ATTACHED.] (Entered: 05/23/2014)
05/27/2014	<u>16</u>	CERTIFICATE OF SERVICE by K. S. Plaintiff's Rule 26 Disclosures (Nichols, Carolyn) (Entered: 05/27/2014)
05/27/2014	17	CONSENT TO PROCEED Before a U.S. Magistrate Judge. Under 28 U.S.C. 636(c) and Fed.R.Civ.P. 73(b), Espanola Public Schools, Ruby E. Montoya voluntarily consent(s) to have United States Magistrate Judge Steven C. Yarbrough conduct dispositive proceedings in this matter, including motions and trial, and order the entry of final judgment. (Walz, Jerry) [THIS IS A TEXT-ONLY ENTRY. THERE ARE NO DOCUMENTS ATTACHED.] (Entered: 05/27/2014)
05/30/2014	18	NOTICE of Appearance by Daniel J Macke on behalf of Santa Fe Public Schools, Vickie L. Sewing (Macke, Daniel) (Entered: 05/30/2014)
06/05/2014	<u>19</u>	MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM by Santa Fe Public Schools, Vickie L. Sewing. (Koul, Keya) (Entered: 06/05/2014)
06/05/2014	20	MOTION to Stay <i>Discovery</i> by Santa Fe Public Schools, Vickie L. Sewing. (Koul, Keya) (Entered: 06/05/2014)
06/05/2014	21	MEMORANDUM in Support re <u>20</u> MOTION to Stay <i>Discovery</i> filed by Santa Fe Public Schools, Vickie L. Sewing. (Koul, Keya) (Entered: 06/05/2014)
06/06/2014	22	CONSENT TO PROCEED Before a U.S. Magistrate Judge. Under 28 U.S.C. 636(c) and Fed.R.Civ.P. 73(b), Santa Fe Public Schools, Vickie L. Sewing voluntarily consent(s) to have United States Magistrate Judge Steven C. Yarbrough conduct dispositive proceedings in this matter, including motions and trial, and order the entry of final judgment. (Gurule, Desiree) [THIS IS A TEXT-ONLY ENTRY. THERE ARE NO DOCUMENTS ATTACHED.] (Entered: 06/06/2014)
06/06/2014	23	CONSENT TO PROCEED Before a U.S. Magistrate Judge. Under 28 U.S.C. 636(c) and Fed.R.Civ.P. 73(b), K. S. voluntarily consent(s) to have United States Magistrate Judge Steven C. Yarbrough conduct dispositive proceedings in this matter, including motions and trial, and order the entry of final judgment. (Nichols, Carolyn) [THIS IS A TEXT-ONLY ENTRY. THERE ARE NO DOCUMENTS ATTACHED.] (Entered:

		06/06/2014)
06/09/2014	24	NOTICE OF RULE 73 CONSENT Received by All Parties. Related documents: 15 Consent to Proceed Before a U.S. Magistrate Judge, filed by Gary F. Gregor, 22 Consent to Proceed Before a U.S. Magistrate Judge, filed by Santa Fe Public Schools, Vickie L. Sewing, 17 Consent to Proceed Before a U.S. Magistrate Judge, filed by Espanola Public Schools, Ruby E. Montoya, 23 Consent to Proceed Before a U.S. Magistrate Judge, filed by K. S [THIS IS A TEXT-ONLY ENTRY. THERE ARE NO DOCUMENTS ATTACHED.] (kd) (Entered: 06/09/2014)
06/20/2014	<u>25</u>	NOTICE by K. S. of Agreed Upon Extension (Nichols, Carolyn) (Entered: 06/20/2014)
06/25/2014	<u>26</u>	Joint Status Report and Provisional Discovery Plan by K. S. (Nichols, Carolyn) Modified text on 6/26/2014 (eh). (Entered: 06/25/2014)
06/30/2014	27	ORDER by Magistrate Judge Steven C. Yarbrough Status Conference set for 7/15/2014 at 09:30 AM in Albuquerque - 670 Judge Steven C. Yarbrough Chambers before Magistrate Judge Steven C. Yarbrough. The parties should be prepared to discuss trial setting. [THIS IS A TEXT-ONLY ENTRY. THERE ARE NO DOCUMENTS ATTACHED.](rlk) (Entered: 06/30/2014)
07/01/2014	28	NOTICE by Santa Fe Public Schools, Vickie L. Sewing <i>Notice of Non-Availability</i> from August 21, 2014 through August 22, 2014 (Brown, Kevin) Modified unavailable dates on 7/2/2014 (ln). (Entered: 07/01/2014)
07/02/2014	29	Clerk's Minutes for proceedings held before Chief Magistrate Judge Karen B. Molzen: Scheduling Conference held on 7/2/2014. Participants included Carolyn Nichols and Brendan Egan for Plaintiffs, Desiree Gurule for Defendant SFPS and Defendant Sewing, Jerry Walz for Defendant EPS and Defendant Montoya, and Carlos Sedillo and Henry Narvaez for Defendant Gregor. The Court will continue the Rule 16 Initial Scheduling Conference pending a ruling on the pending Motion to Stay. In the meantime, the Court asks the parties to work toward entering into an agreed confidentiality order so that unredacted documents can be provided by Plaintiff to Defendants. [THIS IS A TEXT-ONLY ENTRY. NO DOCUMENTS ARE ATTACHED.] (am) (Entered: 07/02/2014)
07/07/2014	<u>30</u>	Unopposed MOTION to Vacate and Reset Status Conference by K. S (Nichols, Carolyn) (Entered: 07/07/2014)
07/09/2014	31	ORDER by Magistrate Judge Steven C. Yarbrough granting 30 Motion to Vacate. (rlk) (Entered: 07/09/2014)
07/09/2014		Set/Reset Hearings: Status Conference set for 7/25/2014 at 01:30 PM in Albuquerque - 670 Judge Steven C. Yarbrough Chambers before Magistrate Judge Steven C. Yarbrough. (rlk) (Entered: 07/09/2014)
07/09/2014	32	Unopposed MOTION for Confidentiality Order by K. S (Nichols, Carolyn) (Entered: 07/09/2014)

07/17/2014	33	STIPULATED CONFIDENTIALITY ORDER by Chief Magistrate Judge Karen B. Molzen (am) (Entered: 07/17/2014)
07/21/2014	34	RESPONSE in Opposition re 19 MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM filed by K. S (Nichols, Carolyn) (Entered: 07/21/2014)
07/21/2014	35	RESPONSE in Opposition re <u>20</u> MOTION to Stay <i>Discovery</i> filed by K. S (Nichols, Carolyn) (Entered: 07/21/2014)
07/23/2014	36	ORDER by Magistrate Judge Steven C. Yarbrough. The hearing set for 7/25/2014 before Magistrate Judge Yarbrough is hereby VACATED. [THIS IS A TEXT-ONLY ENTRY. THERE ARE NO DOCUMENTS ATTACHED.] (rlk) (Entered: 07/23/2014)
07/25/2014	37	Unopposed MOTION for Leave to File Excess Pages Plaintiffs' Unopposed Nunc Pro Tunc Motion to Exceed Page Limitations by K. S (Nichols, Carolyn) (Entered: 07/25/2014)
07/25/2014	38	NOTICE of Appearance by Maggie H Lane on behalf of K. S. (Lane, Maggie) (Entered: 07/25/2014)
07/25/2014	39	NOTICE by Santa Fe Public Schools, Vickie L. Sewing of Agreed-Upon Extension to File Replies (Koul, Keya) (Entered: 07/25/2014)
07/29/2014	40	ORDER by Magistrate Judge Steven C. Yarbrough granting 37 Motion for Leave to File Excess Pages. (rlk) (Entered: 07/29/2014)
08/18/2014	41	REPLY to Response to Motion re 19 MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM filed by Santa Fe Public Schools, Vickie L. Sewing. (Koul, Keya) (Entered: 08/18/2014)
08/18/2014	42	REPLY to Response to Motion re <u>20</u> MOTION to Stay <i>Discovery</i> filed by Santa Fe Public Schools, Vickie L. Sewing. (Koul, Keya) (Entered: 08/18/2014)
08/19/2014	43	NOTICE of Briefing Complete by Santa Fe Public Schools, Vickie L. Sewing re 19 MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM filed by Santa Fe Public Schools, Vickie L. Sewing (Koul, Keya) (Entered: 08/19/2014)
08/19/2014	44	NOTICE of Briefing Complete by Santa Fe Public Schools, Vickie L. Sewing re 20 MOTION to Stay <i>Discovery</i> filed by Santa Fe Public Schools, Vickie L. Sewing (Koul, Keya) (Entered: 08/19/2014)
09/03/2014	45	NOTICE of Change of Address by Kevin M. Brown (Brown, Kevin) (Entered: 09/03/2014)
10/31/2014	46	ORDER by Magistrate Judge Steven C. Yarbrough granting in part and denying in part 19 Motion to Dismiss for Failure to State a Claim. (rlk) (Entered: 10/31/2014)
10/31/2014	47	ORDER by Chief Magistrate Judge Karen B. Molzen finding as moot <u>20</u> Motion to Stay Discovery now that Judge Yarbrough has ruled on the qualified immunity issue. See Doc. 46. The previously-continued telephonic Rule 16 Initial Scheduling Conference is hereby reset for Friday, November 14, 2014 at 2:00 pm. Parties are to call Judge Molzen's "Meet Me" line - 505-348-2353.

		THIS IS A TEXT ONLY ENTRY - NO DOCUMENTS ARE ATTACHED. (KBM) (Entered: 10/31/2014)
10/31/2014		Set/Reset Hearings: Rule 16 Initial Scheduling Conference set for 11/14/2014 at 02:00 PM in Albuquerque - Telephonic Hearing/Conference before Magistrate Judge Karen B. Molzen. (In) (Entered: 11/03/2014)
11/12/2014	48	NOTICE by Santa Fe Public Schools, Vickie L. Sewing <i>Notice of Unavailability</i> (Gurule, Desiree) (Entered: 11/12/2014)
11/14/2014	<u>49</u>	Clerk's Minutes for proceedings held before Chief Magistrate Judge Karen B. Molzen Telephonic R16 Initial Scheduling Conference held on 11/14/2014. (am) (Entered: 11/14/2014)
11/14/2014	<u>50</u>	SCHEDULING ORDER by Chief Magistrate Judge Karen B. Molzen. Discovery due by 5/7/2015. Motions due by 6/18/2015. Proposed Pretrial Order due by 8/21/2015. (am) (Entered: 11/14/2014)
11/14/2014	<u>51</u>	ORDER ADOPTING JOINT STATUS REPORT AND PROVISIONAL DISCOVERY PLAN by Chief Magistrate Judge Karen B. Molzen (am) (Entered: 11/14/2014)
11/14/2014	<u>52</u>	ORDER by Chief Magistrate Judge Karen B. Molzen setting a Telephonic Status Conference for 2/17/2015 at 02:00 PM in Albuquerque - Telephonic Hearing/Conference before Chief Magistrate Judge Karen B. Molzen. (am) (Entered: 11/14/2014)
11/24/2014	53	CERTIFICATE OF SERVICE by Gary F. Gregor of Rule 26 Disclosures (Narvaez, Henry) Modified text on 11/25/2014 to add detail (mr). (Entered: 11/24/2014)
11/24/2014	<u>54</u>	CERTIFICATE OF SERVICE by Vickie L. Sewing <i>Initial Disclosures</i> (Koul, Keya) (Entered: 11/24/2014)
11/24/2014	<u>55</u>	CERTIFICATE OF SERVICE by Espanola Public Schools, Ruby E. Montoya for Defendants' Initial Disclosures (Walz, Jerry) (Entered: 11/24/2014)
12/11/2014	56	ORDER by Magistrate Judge Steven C. Yarbrough Status Conference set for 2/4/2015 at 02:00 PM in Albuquerque - Telephonic Hearing/Conference before Magistrate Judge Steven C. Yarbrough. The parties shall be prepared to discuss setting a trial date. The parties shall call Judge Yarbrough's Meet Me line at 505-348-2277 to connect to the proceedings. (rlk) (Entered: 12/11/2014)
12/18/2014	<u>57</u>	CERTIFICATE OF SERVICE by K. S. Plaintiff's First Interrogatories and Requests for Production to Defendant Santa Fe Public Schools (Nichols, Carolyn) (Entered: 12/18/2014)
12/19/2014	<u>58</u>	CERTIFICATE OF SERVICE by K. S. Plaintiff's First Interrogatories and Requests for Production to Defendant Espanola Public Schools (Nichols, Carolyn) (Entered: 12/19/2014)
12/19/2014	<u>59</u>	CERTIFICATE OF SERVICE by K. S. Plaintiff's First Interrogatories and Requests for Production to Defendant Vickie L. Sewing (Nichols, Carolyn) (Entered: 12/19/2014)

12/19/2014	<u>60</u>	CERTIFICATE OF SERVICE by K. S. Amended Certificate of Service of Plaintiff's Interrogatories and Requests for Production to Santa Fe Public Schools (Nichols, Carolyn) (Entered: 12/19/2014)
01/13/2015	61	CERTIFICATE OF SERVICE by Espanola Public Schools, Ruby E. Montoya <i>Notice</i> of Videotaped Deposition Duces Tecum for K.S. (Walz, Jerry) (Entered: 01/13/2015)
01/13/2015	<u>62</u>	CERTIFICATE OF SERVICE by Espanola Public Schools, Ruby E. Montoya <i>Notice</i> of Videotaped Deposition Duces Tecum for T.S. (Walz, Jerry) (Entered: 01/13/2015)
01/13/2015	63	CERTIFICATE OF SERVICE by Espanola Public Schools, Ruby E. Montoya <i>Notice</i> of Videotaped Deposition Duces Tecum for A.R. (Walz, Jerry) (Entered: 01/13/2015)
01/15/2015	64	MOTION to Dismiss by Vickie L. Sewing. (Koul, Keya) (Entered: 01/15/2015)
01/16/2015	<u>65</u>	Joint MOTION to Extend (other) Expert Witness Disclosure Deadlines by K. S (Nichols, Carolyn) (Entered: 01/16/2015)
01/16/2015	66	CERTIFICATE OF SERVICE by Vickie L. Sewing Answers and responses to discovery (1st set) (Koul, Keya) (Entered: 01/16/2015)
01/20/2015	<u>67</u>	ORDER by Chief Magistrate Judge Karen B. Molzen granting <u>65</u> Motion to Extend Expert Witness Disclosure Deadline. Plaintiffs' expert disclosures due 2/20/15. Defendants' expert disclosures due 3/20/15. (am) (Entered: 01/20/2015)
01/26/2015	<u>68</u>	NOTICE by K. S. re <u>64</u> MOTION to Dismiss <i>Stipulated Agreed-Upon Extension</i> (Nichols, Carolyn) (Entered: 01/26/2015)
01/28/2015	<u>69</u>	CERTIFICATE OF SERVICE by K. S. Plaintiffs' Second Supplemental Disclosures (Nichols, Carolyn) (Entered: 01/28/2015)
01/30/2015	<u>70</u>	ORDER by Chief Magistrate Judge Karen B. Molzen VACATING the Status Conference set for 2/17/15 and RESETTING it for 2/26/2015 at 02:30 PM in Albuquerque - Telephonic Hearing/Conference before Chief Magistrate Judge Karen B. Molzen. (am) (Entered: 01/30/2015)
01/30/2015	71	CERTIFICATE OF SERVICE by Espanola Public Schools, Ruby E. Montoya For Defendant Espanola Public School's Discovery Responses (Walz, Jerry) (Entered: 01/30/2015)
02/04/2015	<u>72</u>	Clerk's Minutes for proceedings held before Magistrate Judge Steven C. Yarbrough: Status Conference held on 2/4/2015. (rlk) (Entered: 02/04/2015)
02/04/2015	73	TRIAL MANAGEMENT ORDER: by Magistrate Judge Steven C. Yarbrough. Jury Selection set for 10/13/2015 at 09:00 AM in Albuquerque - 440 Hondo Courtroom before Magistrate Judge Steven C. Yarbrough. Jury Trial set for 10/13/2015 at 09:00 AM in Albuquerque - 440 Hondo Courtroom before Magistrate Judge Steven C. Yarbrough. Exhibit List due by 9/1/2015. Expert Witness List due by 9/1/2015. (rlk) (Entered: 02/04/2015)
02/04/2015		Set/Reset Hearings: Pretrial Conference set for 10/1/2015 at 09:00 AM in Albuquerque - 440 Hondo Courtroom before Magistrate Judge Steven C. Yarbrough. (kdh) (Entered: 02/05/2015)

02/06/2015	74	Unopposed MOTION to Extend (other) 21-Day Requirement Set Forth in Local Rule 26.6 by K. S (Nichols, Carolyn) (Entered: 02/06/2015)
02/06/2015	<u>75</u>	Unopposed MOTION to Extend (other) Second Stipulated Motion to Extend Expert Witness Deadlines by K. S (Nichols, Carolyn) (Entered: 02/06/2015)
02/09/2015	<u>76</u>	ORDER by Chief Magistrate Judge Karen B. Molzen granting 74 Motion to Extend the 21-Day Requirement Set Forth in Local Rule 26.6 (am) (Entered: 02/09/2015)
02/09/2015	77	ORDER by Chief Magistrate Judge Karen B. Molzen granting <u>75</u> Motion to Extend Expert Witness Disclosure Deadline (am) (Entered: 02/09/2015)
02/09/2015	<u>78</u>	Unopposed MOTION to Extend (other) <i>The 21-Day Requirement Set Forth in Local Rule 26.6</i> by K. S. (Nichols, Carolyn) (Entered: 02/09/2015)
02/10/2015	<u>79</u>	ORDER by Chief Magistrate Judge Karen B. Molzen granting 78 Motion to Extend the 21-Day Requirement Set Forth in Local Rule 26.6 (am) (Entered: 02/10/2015)
02/17/2015	80	AMENDED ORDER SETTING JURY TRIAL by Magistrate Judge Steven C. Yarbrough. (rlk) (Entered: 02/17/2015)
02/18/2015	81	CERTIFICATE OF SERVICE by K. S. Plaintiffs' First Requests for Admissions to Defendant Espanola Public Schools (Nichols, Carolyn) (Entered: 02/18/2015)
02/19/2015	82	CERTIFICATE OF SERVICE by K. S. Plaintiffs' Third Supplemental Disclosures (Nichols, Carolyn) (Entered: 02/19/2015)
02/23/2015	83	RESPONSE in Opposition re 64 MOTION to Dismiss Plaintiffs' Response to Defendant Vickie Sewing's Motion to Dismiss and Plaintiffs' Motion for Leave to Amend the Complaint filed by K. S. (Attachments: # 1 Exhibit 1, # 2 Exhibit 2)(Nichols, Carolyn) (Entered: 02/23/2015)
02/26/2015	84	Clerk's Minutes for proceedings held before Chief Magistrate Judge Karen B. Molzen: Status Conference held on 2/26/2015. Participants included Carolyn Nichols and Brendan Egan for Plaintiffs, Desiree Gurule for Defendant Sewing, Jerry Walz for Defendant EPS and Defendant Montoya, and Henry Narvaez for Defendant Gregor. Discovery is progressing. [THIS IS A TEXT-ONLY ENTRY. NO DOCUMENTS ARE ATTACHED.] (am) (Entered: 02/26/2015)
02/27/2015	85	CERTIFICATE OF SERVICE by K. S. Plaintiff's First Requests for Production to Defendant Gary Gregor (Nichols, Carolyn) (Entered: 02/27/2015)
03/06/2015	86	CERTIFICATE OF SERVICE by K. S. Plaintiffs' Fourth Supplemental Rule 26 Disclosures (Nichols, Carolyn) (Entered: 03/06/2015)
03/06/2015	<u>87</u>	CERTIFICATE OF SERVICE by K. S. Plaintiffs' Disclosure of Expert Witnesses (Nichols, Carolyn) (Entered: 03/06/2015)
03/11/2015	88	NOTICE of Appearance by Alicia Consuelo Lopez on behalf of K. S. (Lopez, Alicia) (Entered: 03/11/2015)
03/11/2015	89	FILED IN ERROR-Unopposed MOTION for Order <i>Confidentiality</i> by Espanola Public Schools. (Narvaez, Henry) Modified on 3/11/2015 TO ADD ERROR TEXT (vv). (Entered: 03/11/2015)

03/13/2015	90	CERTIFICATE OF SERVICE by Espanola Public Schools Second Supplemental Responses to Plaintiff's First Requests for Production (Walz, Jerry) (Entered: 03/13/2015)
03/13/2015	91	NOTICE by Espanola Public Schools, Ruby E. Montoya re <u>83</u> Response in Opposition to Motion, Notice of Extension of Time for Defendants To Respond to Plaintiff's Response to Defendant Vickie Sewing's Motion to Dismiss and Motion for Leave to Amend the Complaint (Walz, Jerry) (Entered: 03/13/2015)
03/20/2015	92	NOTICE by Vickie L. Sewing re <u>83</u> Response in Opposition to Motion, and Response to Motion for Leave to Amend the Complaint (Koul, Keya) (Entered: 03/20/2015)
03/20/2015	93	CERTIFICATE OF SERVICE by Espanola Public Schools, Ruby E. Montoya For Defendant Espanola Public School's Discovery Responses to Plaintiff's First Requests for Admissions (Walz, Jerry) (Entered: 03/20/2015)
03/26/2015	94	CERTIFICATE OF SERVICE by K. S. Plaintiffs' Fifth Supplemental Rule 26 Disclosures (Nichols, Carolyn) (Entered: 03/26/2015)
03/27/2015	95	CERTIFICATE OF SERVICE by K. S. Plaintiffs' 2nd Requests for Production to Espanola Public Schools (Nichols, Carolyn) (Entered: 03/27/2015)
03/27/2015	96	CERTIFICATE OF SERVICE by Espanola Public Schools, Ruby E. Montoya  Defendant Espaola Public Schools First Supplemental Responses to Plaintiffs First  Interrogatories (Walz, Jerry) (Entered: 03/27/2015)
03/27/2015	<u>97</u>	CERTIFICATE OF SERVICE by K. S. Plaintiffs' 1st Interrogatories and 2nd Requests for Production to Gary Gregor (Nichols, Carolyn) (Entered: 03/27/2015)
03/30/2015	98	CERTIFICATE OF SERVICE by Gary F. Gregor Defendant Gregor's Discovery Answers (Narvaez, Henry) (Entered: 03/30/2015)
03/30/2015	99	CERTIFICATE OF SERVICE by Espanola Public Schools, Ruby E. Montoya for Defendants' Rule 26 Expert Witness Disclosures (Walz, Jerry) (Entered: 03/30/2015)
03/31/2015	100	NOTICE by Vickie L. Sewing of Unavailability of Counsel on April 6 and 7, April 9 and 10, and April 21 May 4, 2015 (Koul, Keya) Modified docket text on 4/1/2015 to include detail (kdh). (Entered: 03/31/2015)
03/31/2015	101	CERTIFICATE OF SERVICE by Gary F. Gregor Defendant Gregor's First Discovery Requests to Plaintiff (Narvaez, Henry) (Entered: 03/31/2015)
03/31/2015	102	CERTIFICATE OF SERVICE by Espanola Public Schools, Ruby E. Montoya For Defendant Espanola Public Schools and Ruby E. Montoya's First Set of Discovery to Plaintiff (Walz, Jerry) (Entered: 03/31/2015)
04/01/2015	103	Unopposed MOTION for Extension of Time to Complete Discovery <i>Stipulated Motion to Extend Discovery</i> by Gary F. Gregor. (Narvaez, Henry) (Entered: 04/01/2015)
04/02/2015	104	ORDER by Chief Magistrate Judge Karen B. Molzen granting 103 Motion for Extension of Time to Complete Discovery. Discovery due 5/22/15. Discovery motions due 5/29/15. (am) (Entered: 04/02/2015)

04/14/2015	105	Unopposed MOTION for Order to Extend the 21-Day Requirement Set Forth in Local Rule 26.6 by K. S (Nichols, Carolyn) (Entered: 04/14/2015)
04/14/2015	106	ORDER by Chief Magistrate Judge Karen B. Molzen granting 105 Motion to Extend the 21-Day Requirement Set Forth in Local Rule 26.6. Motion to Compel due 5/5/15. (am) (Entered: 04/14/2015)
04/16/2015	107	CERTIFICATE OF SERVICE by Espanola Public Schools, Ruby E. Montoya re notice of videotaped deposition for Charol Shakeshaft (Walz, Jerry) Modified text on 4/17/2015 (ln). (Entered: 04/16/2015)
04/17/2015	108	CERTIFICATE OF SERVICE by Espanola Public Schools, Ruby E. Montoya  Defendant Espanola Public Schools Responses to Plaintiffs Second Request for  Production (Walz, Jerry) (Entered: 04/17/2015)
04/17/2015	109	REPLY to Response to Plaintiff's Motion for Leave to Amend the Complaint re 83 Response in Opposition filed by Gary F. Gregor. (Narvaez, Henry) (Entered: 04/17/2015)
04/17/2015	110	REPLY to Response to Plaintiff's Motion to Dismiss re 83 Response in Opposition filed by Vickie L. Sewing. (Koul, Keya) (Entered: 04/17/2015)
04/17/2015	111	NOTICE of Briefing Complete by Vickie L. Sewing re 64 MOTION to Dismiss filed by Vickie L. Sewing (Koul, Keya) (Entered: 04/17/2015)
04/17/2015	112	Defendants The Espanola Public Schools and Ruby E. Montoya's RESPONSE to Plaintiff's Motion for Leave to Amend The Complaint re 83 Response in Opposition to Motion, filed by Espanola Public Schools, Ruby E. Montoya. (Walz, Jerry) (Entered: 04/17/2015)
04/17/2015	113	Defendant Vickie L. Sewing's RESPONSE to Plaintiff's Motion for Leave to Amend Complaint re 83 Response in Opposition to Motion, filed by Vickie L. Sewing. (Koul, Keya) (Entered: 04/17/2015)
04/22/2015	114	CERTIFICATE OF SERVICE by K. S. Plaintiffs' Sixth Supplemental Disclosures (Nichols, Carolyn) (Entered: 04/22/2015)
04/24/2015	115	CERTIFICATE OF SERVICE by Gary F. Gregor Answers to Plaintiffs First Set of Interrogatories to Defendant Gregor. (Sedillo, Carlos) Modified on 4/27/2015 (med). (Entered: 04/24/2015)
04/24/2015	116	CERTIFICATE OF SERVICE by Gary F. Gregor Answers to Plaintiffs Second Set of Request for Production to Defendant Gregor. (Sedillo, Carlos) Modified on 4/27/2015 (med). (Entered: 04/24/2015)
04/27/2015	117	MOTION to Dismiss by Gary F. Gregor. (Sedillo, Carlos) (Entered: 04/27/2015)
04/28/2015	118	MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM Upon Which Relief Can Be Granted by Ruby E. Montoya. (Walz, Jerry) (Entered: 04/28/2015)
04/29/2015	119	Unopposed MOTION for Leave to File Excess Pages by K. S (Lopez, Alicia) (Entered: 04/29/2015)

04/29/2015	120	CERTIFICATE OF SERVICE by K. S. <i>Plaintiffs' 7th Supplemental Disclosures</i> (Nichols, Carolyn) (Entered: 04/29/2015)
04/30/2015	121	CERTIFICATE OF SERVICE by Espanola Public Schools, Ruby E. Montoya First Supplemental Disclosures (Walz, Jerry) (Entered: 04/30/2015)
05/01/2015	122	Second MOTION to Dismiss Count X for Failure to Give Notice and Commence Her Action Within The Statute of Limitations by Ruby E. Montoya. (Walz, Jerry) (Entered: 05/01/2015)
05/01/2015	123	ORDER by Magistrate Judge Steven C. Yarbrough granting 119 Motion for Leave to File Excess Pages (rlk) (Entered: 05/01/2015)
05/03/2015	124	NOTICE by K. S. re 117 MOTION to Dismiss of Agreed Upon Extension (Lopez, Alicia) (Entered: 05/03/2015)
05/04/2015	125	Omnibus REPLY to Defendants' Separate Responses to Plaintiffs' Motion for Leave to Amend the Complaint re 83 Response in Opposition to Motion, 109 Reply to Response to Motion, 113 Response, 112 Response, filed by K. S (Nichols, Carolyn) (Entered: 05/04/2015)
05/04/2015	126	CERTIFICATE OF SERVICE by K. S. Responses to Defendant Espanola Public Schools and Ruby Montoya's Discovery (Nichols, Carolyn) (Entered: 05/04/2015)
05/04/2015	127	CERTIFICATE OF SERVICE by K. S. Plaintiffs' Answers and Responses to Defendant Gary Gregor's First Discovery to Plaintiff (Nichols, Carolyn) (Entered: 05/04/2015)
05/06/2015	128	CERTIFICATE OF SERVICE by Vickie L. Sewing of Defendant Sewing's First Set of Requests for Production to Plaintiff (Koul, Keya) (Entered: 05/06/2015)
05/08/2015	129	CERTIFICATE OF SERVICE by Gary F. Gregor Defendant Gregors First Supplemental Answers to Plaintiffs First Set of Request for Production to Defendant Gregor (Narvaez, Henry) Modified docket text on 5/11/2015 (iam). (Entered: 05/08/2015)
05/15/2015	130	RESPONSE to Motion re 122 Second MOTION to Dismiss Count X for Failure to Give Notice and Commence Her Action Within The Statute of Limitations, 118 MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM Upon Which Relief Can Be Granted filed by K. S (Lopez, Alicia) (Entered: 05/15/2015)
05/18/2015	131	CERTIFICATE OF SERVICE by K. S. Plaintiff's 8th Supplemental Disclosures (Nichols, Carolyn) (Entered: 05/18/2015)
05/20/2015	132	CERTIFICATE OF SERVICE by Espanola Public Schools <i>Third Supplemental Responses to Plaintiff's First Request for Production</i> (Walz, Jerry) (Entered: 05/20/2015)
05/21/2015	133	NOTICE by K. S. Stipulated Notice of Agreed-Upon Extension to Take Depositions Outside Discovery Deadline (Nichols, Carolyn) (Entered: 05/21/2015)
05/22/2015	134	CERTIFICATE OF SERVICE by K. S. Plaintiff's Responses to Defendant Vickie Sewing's First Requests for Production to Plaintiff (Nichols, Carolyn) (Entered:

		05/22/2015)			
05/28/2015	135	RESPONSE to Motion re 117 MOTION to Dismiss filed by K. S (Nichols, Carol (Entered: 05/28/2015)			
06/01/2015	136	REPLY to Response to Motion re 122 Second MOTION to Dismiss Count X for Failure to Give Notice and Commence Her Action Within The Statute of Limitations, 118 MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM Upon Which Relief Can Be Granted filed by Ruby E. Montoya. (Walz, Jerry) (Entered: 06/01/201)			
06/02/2015	137	NOTICE of Briefing Complete by Ruby E. Montoya re 122 Second MOTION to Dismiss Count X for Failure to Give Notice and Commence Her Action Within The Statute of Limitations filed by Ruby E. Montoya, 118 MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM Upon Which Relief Can Be Granted filed by Ruby E. Montoya (Walz, Jerry) (Entered: 06/02/2015)			
06/10/2015	138	CERTIFICATE OF SERVICE by Espanola Public Schools, Ruby E. Montoya <i>Notice of Videotaped Deposition Duces Tecum for Bernadette Lujan</i> (Walz, Jerry) (Entered 06/10/2015)			
06/10/2015	139	REPLY re 117 MOTION to Dismiss filed by Gary F. Gregor. (Narvaez, Henry) (Entered: 06/10/2015)			
06/10/2015	140	NOTICE of Briefing Complete by Gary F. Gregor re 117 MOTION to Dismiss filed by Gary F. Gregor (Narvaez, Henry) (Entered: 06/10/2015)			
06/11/2015	141	ORDER by Magistrate Judge Steven C. Yarbrough granting <u>64</u> Motion to Dismiss; granting <u>117</u> Motion to Dismiss; finding as moot <u>118</u> Motion to Dismiss for Failure State a Claim; denying <u>122</u> Motion to Dismiss; and granting in part and denying in part <u>83</u> Motion for Leave to Amend. (rlk) (Entered: 06/11/2015)			
06/16/2015	142	CERTIFICATE OF SERVICE by Espanola Public Schools Fourth Supplemental Responses to Plaintiff's First Requests for Production (Walz, Jerry) (Entered: 06/16/2015)			
06/18/2015	143	MOTION for Extension of Time to Complete Discovery by Espanola Public Schools. (Narvaez, Henry) (Entered: 06/18/2015)			
06/18/2015	144	ORDER by Chief Magistrate Judge Karen B. Molzen granting 143 Motion for Extension of Time to Complete Discovery. Discovery due 7/31/15. Pretrial Motions due 7/31/15. (am) (Entered: 06/18/2015)			
06/19/2015	145	MOTION to Extend (other) by Espanola Public Schools. (Narvaez, Henry) (Entered 06/19/2015)			
06/19/2015	146	ORDER by Chief Magistrate Judge Karen B. Molzen granting 145 Amended Motion to Extend the Discovery Motions and Pretrial Motions Deadlines. Discovery Motions and Pretrial Motions due 7/31/15. (am) (Entered: 06/19/2015)			
07/02/2015	147	CERTIFICATE OF SERVICE by Gary F. Gregor Defendants Second Supplemental Answers to Plaintiffs First Set of Request for Production to Defendant Gregor (Narvaez, Henry) Modified on 7/6/2015 (med). (Entered: 07/02/2015)			

07/08/2015	148	CERTIFICATE OF SERVICE by K. S. Plaintiff's Ninth Supplemental Disclosures (Nichols, Carolyn) (Entered: 07/08/2015)			
07/08/2015	149	Opposed MOTION to Alter Judgment or Amend the Judgment by K. S (Lopez, Alicia) (Entered: 07/08/2015)			
07/09/2015	150	Unopposed MOTION to Amend/Correct Case Caption by Santa Fe Public Schools, Vickie L. Sewing. (Koul, Keya) (Entered: 07/09/2015)			
07/13/2015	151	ORDER by Magistrate Judge Steven C. Yarbrough granting <u>150</u> Motion to Amend/Correct (rlk) (Entered: 07/13/2015)			
07/17/2015	152	Clerk's Minutes for Status Conference held on 7/17/15 before Chief Magistrate Judge Karen B. Molzen. Participants included Alicia Lopez on behalf of Plaintiff, Jerry Walz on behalf of Defendants Espanola Public Schools and Ruby Montoya, and Henry Narvaez and Carlos Sedillo on behalf of Defendant Gregor. The Court will vacate the trial date and hold all deadlines in abeyance until after the Court has ruled on Plaintiff's Motion to Alter or Amend Judgment (Doc. 149). [THIS IS A TEXT-ONLY ENTRY. NO DOCUMENTS ARE ATTACHED.] (cda) (Entered: 07/17/2015)			
07/17/2015	153	ORDER by Chief Magistrate Judge Karen B. Molzen that the Court will hold all remaining deadlines in abeyance until after Judge Yarbrough rules on Plaintiff's Motion to Alter or Amend Judgment (Doc. 149), and, at his request, the current pretrial conference and trial settings and associated deadlines are vacated and will likewise be reset at a later date.  THIS IS A TEXT-ONLY ENTRY. NO DOCUMENTS ARE ATTACHED. (KBM) (Entered: 07/17/2015)			
07/20/2015	<u>154</u>	RESPONSE in Opposition re 149 Opposed MOTION to Alter Judgment or Amend the Judgment filed by Gary F. Gregor. (Narvaez, Henry) (Entered: 07/20/2015)			
07/22/2015	155	RESPONSE in Opposition re 149 Opposed MOTION to Alter Judgment or Amenda Judgment filed by Espanola Public Schools, Ruby E. Montoya. (Walz, Jerry) (Ente 07/22/2015)			
07/24/2015	<u>156</u>	NOTICE by K. S. of Extension to File Plaintiff's Reply (Lopez, Alicia) (Entered: 07/24/2015)			
08/07/2015	<u>157</u>	NOTICE by K. S. Second Notice of Agreed-Upon Extension (Lopez, Alicia) (Entered 08/07/2015)			

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#### **U.S. District Court**

#### District of New Mexico - Version 6.1

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Case Name: K.S. v. Santa Fe Public Schools et al

Case Number: 1:14-cv-00385-SCY-KBM

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#### **Docket Text:**

ORDER by Chief Magistrate Judge Karen B. Molzen that the Court will hold all remaining deadlines in abeyance until after Judge Yarbrough rules on Plaintiff's Motion to Alter or Amend Judgment (Doc. 149), and, at his request, the current pretrial conference and trial settings and associated deadlines are vacated and will likewise be reset at a later date. THIS IS A TEXT-ONLY ENTRY. NO DOCUMENTS ARE ATTACHED. (KBM)

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# IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW MEXICO

K. S.
by and through her parents and
next friend
T.S.
next friend
A.R.
Plaintiffs,

1 Idilitii

v.

SANTA FE PUBLIC SCHOOLS et al.

Defendants.

# **ORDER**

Case No. 14-cv-385 SCY/KBM

THIS MATTER is before the Court on Defendant Vickie L. Sewing's Motion to Dismiss Count X of Plaintiffs' Complaint, Plaintiffs' Motion for Leave to Amend, Defendant Montoya's Second Motion to Dismiss Count X, and Defendant Gregor's Motion to Dismiss. *Docs. 64, 83, 117, 122.* Having reviewed the Motions and being fully advised, the Court holds that Defendant Sewing's Motion to Dismiss is **GRANTED**, Plaintiffs' Motion to Amend is **GRANTED IN PART AND DENIED IN PART**, Defendant Montoya's Second Motion to Dismiss is **DENIED**, and Defendant Gregor's Motion to Dismiss is **GRANTED**.

## I. BACKGROUND

Plaintiffs allege the following in their Complaint: Plaintiff K.S. was, during the 2007-8 school year, a fourth-grade student at Fairview Elementary School in Defendant Gary F. Gregor's class. *Doc.* 7, First Amended Complaint (FAC) ¶¶ 7, 72, 133, 174. Throughout the school year, Defendant Gregor repeatedly molested K.S. and other female students. *Id.* ¶¶ 133, 139, 153, 155, 158, 175, 178-187, 191-2. Defendant Gregor has a long history of sexually

<sup>&</sup>lt;sup>1</sup> Because the Court will allow Plaintiffs to amend their Complaint to allow a new Count X cause of action against Defendant Montoya, her first Motion to Dismiss (*doc. 118*) addressing the prior Count X, is moot.

molesting his female students, of which Defendant Montoya, the principal at Fairview during the relevant time period, and Defendants Santa Fe Public School District (SFPS) and Espanola Public School District (EPSD) were, or should have been, aware. *Id.* ¶¶ 3, 5, 6, 34, 44, 50-53, 57-72, 214.

Defendant Gregor was first licensed to teach in Utah in 1984, where he taught fourth, fifth, and sixth-grade students, until 1996. *Id.* ¶¶11, 12, 28. In January and October 1994, he was accused of sexual misconduct with several of his female students. *Id.* ¶¶ 12-25. Defendant Gregor was charged in January 1995 with two felony counts of aggravated sexual abuse of a child and one misdemeanor count of lewdness involving a child. *Id.* ¶ 26. The charges were ultimately dismissed, but he was reprimanded by the Utah Professional Practices Advisory Commission. *Id.* ¶¶ 27-28.

After a brief stint teaching on a reservation in Montana, from which he was apparently terminated for improperly engaging in unspecified after school activities with students, he applied for a job with Defendant SFPS, for which he was hired either in 1998 or 2000.

Defendant Vickie Sewing hired him as a fourth grade teacher at Agua Fria Elementary School in August 2001. *Id.* ¶¶ 38-39. On January 27, 2004, Defendant Gregor took his class on a field trip to the Museum of International Folk Art. *Id.* ¶¶ 43-44. Docents working at the museum observed Defendant Gregor engaging in "inappropriate" behavior with some of his female students. *Id.* Subsequent interviews of Defendant Gregor's students by both Ms. Sewing and SFPS human resources staff member indicated that Defendant Gregor had engaged in a pattern of inappropriate behavior with his female students. *Id.* 47-48. On February 26, 2004, Defendant

SFPS sent a written report to the New Mexico Public Education Department stating that their investigation led to the finding that Defendant Gregor engaged in inappropriate physical contact with his female students. Id. ¶ 60.

On April 13 and 27, 2004, Helen Nakdimen of the Santa Fe Rape Crisis center conducted "Project Aware" presentations with Defendant Gregor's students, the point of which was to "help students understand good touch/bad touch, and about boundaries and their bodies." Id. ¶¶ 56-57. During these presentations, Defendant Gregor's students relayed numerous reports of inappropriate conduct on the part of Defendant Gregor, which Ms. Nakdimen disclosed to Defendant Sewing on May 6, 2004. *Id.* ¶¶ 57. Defendant SFPS ultimately decided to discharge Defendant Gregor. Id. ¶ 51. As an apparent result of Ms. Nakdimen's report, Defendant Gregor declined to participate in a discharge hearing. *Id.* ¶¶ 63, 66. In an agreement signed June 15, 2004, Defendant Gregor agreed to resign, not apply for any other position with SFPS, and release Defendant SFPS from any civil liability, in exchange for a neutral reference. Id. ¶¶ 64-66. On May 13, 2005, the New Mexico Department of Education issued a formal written reprimand that it permanently attached to his New Mexico teaching licensure file. This reprimand documented an investigation by the Educators Ethics Bureau that found Defendant Gregor had engaged in inappropriate sexual contact with his female students. Id. ¶ 68-70. Further, information about Defendant Gregor's reprimand was posted on the National Association of State Directors of Teacher Education and Certification (NASDTEC) Clearinghouse. *Id.* ¶ 71.

Defendant EPSD hired him in January 2005, where he continued to molest students, including Plaintiff K.S.. ¶¶ 72, 133, 139, 153, 155, 158, 175, 178-187, 191-2. K.S.'s parents

reported Defendant Gregor's conduct to the Espanola Police Department on April 14, 2009. *Id.* ¶¶ 205-206. After interviewing K.S. on May 12, 2009, Detective Bryan Martinez reported her allegations to Superintendent Cockerham and Assistant Superintendent Valdez, employees of Defendant EPSD. *Id.* ¶ 206. On May 15, 2009, EPSD placed Defendant Gregor on administrative leave. *Id.* ¶ 207. In May 2010, Defendant EPSD began to investigate Defendant Gregor. *Id.* ¶ 213. Defendant Gregor applied for teaching licensure renewal on May 27, 2010. Although he received recommendations for renewal from Defendant Montoya and Defendant EPSD, his request for renewal was denied. *Id.* ¶¶ 208-210, 218. Defendant Gregor currently is not licensed to teach in New Mexico. *Id.* ¶ 218.

On June 5, 2014, Defendant Sewing and former Defendant SFPS moved to dismiss all claims against them. *Doc. 19*. The Court dismissed Plaintiffs' federal claims against Defendant Sewing and former Defendant SFPS on October 31, 2014, but did not dismiss the remaining state law claim for negligence per se against Defendant Sewing. *Doc. 46*. Defendant Sewing now moves to dismiss this negligence claim, identified as Count X in the FAC. *Doc. 7* ¶¶ 303-306. In response, Plaintiffs seek to amend their complaint in a variety of ways, including withdrawing their negligence per se claim in favor of a negligent premises operation claim against Defendants Sewing, Montoya, and former Defendant SFPS, as well as adding respondeat superior claims against Defendant EPSD for Defendant Gregor's alleged torts of battery, criminal child abuse, and intentional infliction of emotional distress. *Doc. 83 at 2-4*. In response to the proposed amendment, Defendant Montoya has filed two motions to dismiss (*docs. 118, 122*) in which she argues that the amendments are untimely, prejudicial, and barred by New Mexico's statute of

limitation as well as notice provisions of the New Mexico Tort Claims Act. Defendant Gregor has also filed a motion to dismiss Plaintiffs' New Mexico Tort Claims Act cause of action against him. *Doc. 117*. The Court finds that Plaintiffs' proposed amendments regarding Sewing, SFPS, and EPSD are futile and will not be permitted. Plaintiffs will be permitted to amend the complaint to add a premises liability claim against Defendant Montoya. Plaintiffs' New Mexico Tort Claims Act causes of action against Defendant Gregor will be dismissed.

#### II. TIMELINESS OF PLAINTIFFS' MOTION TO AMEND

In their response to Defendant Sewing's Motion to Dismiss, Plaintiffs request leave to amend the Complaint. The standard for granting leave to amend varies depending on the timing of the request. The more lenient Rule 15(a)(2) standard applies if a party moves to amend prior to the amendment deadline set by the Court's scheduling order. A party seeking leave to amend the pleadings after the amendment deadline set in the Court's scheduling order must both demonstrate good cause to amend the scheduling order pursuant to Federal Rule of Civil Procedure 16(b)(4) and satisfy the requirements for amendment under Federal Rule of Civil Procedure 15(a). See, e.g., Gorsuch Ltd., B.C. v. Wells Fargo Nat. Bank Ass'n, 771 F.3d 1230, 1240 (10th Cir. 2014). Thus, the first step in deciding whether to grant a motion to amend is to determine whether Plaintiffs filed their motion before or after the amendment deadline.

In this case, the Court set no amendment deadline in the scheduling order. See doc. 50. This is apparently because the parties stated in the Joint Status Report that they did not anticipate any further amendments. Doc. 26 at 2, doc. 51. In the absence of an amendment deadline,

Plaintiffs' motion to amend does not request the Court to modify a Rule 16 scheduling order.<sup>2</sup>
As a result, the Court will consider Plaintiffs' motion to amend under the more lenient Rule
15(a) standard.

Under this Rule, the "decision to grant leave to amend a complaint . . . is within the trial court's discretion." *Pallottino v. City of Rio Rancho*, 31 F.3d 1023, 1027 (10th Cir. 1994). Leave to amend shall be freely given "when justice so requires," but need not be given where amendment would be futile. Fed. R. Civ. P. 15(a)(2); *Foman v. Davis*, 371 U.S. 178, 182 (1962). "[W]hen a cross-motion for leave to file an amended complaint is made in response to a motion to dismiss under Fed.R.Civ.P. 12(b)(6), leave to amend will be denied as futile only if the proposed new claim cannot withstand a 12(b)(6) motion to dismiss for failure to state a claim, *i.e.*, if it appears beyond doubt that the plaintiff can plead no set of facts that would entitle him to relief." *Milanese v. Rust-Oleum Corp.*, 244 F.3d 104, 110 (2d Cir. 2001); *see also, Jefferson County Sch. Dist. No. R-1 v. Moody's Investor's Serv., Inc.*, 175 F.3d 848, 859 (10th Cir. 1999) ("A proposed amendment is futile if the complaint, as amended, would be subject to dismissal.)"

A complaint is subject to dismissal under Federal Rule of Civil Procedure 12(b)(6) if the plaintiff fails to allege facts that would "allow[] the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). To avoid a finding of futility, therefore, the amended complaint must contain sufficient factual matter, accepted as true, to "state a claim to relief that is plausible on its face." *See Iqbal*, 556

<sup>&</sup>lt;sup>2</sup> It is true that Plaintiff's request to amend the Complaint, made on February 23, 2015 (*doc. 83*) occurred over three months after the Court issued its Scheduling Order, a time period during which an amendment deadline assigned would have typically lapsed. However, because the Court did not set any such deadline, the Court is reluctant to impose the Rule 16 "good cause" standard.

U.S. at 678 (quoting *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 570 (2007)). A complaint fails to state a claim when it makes conclusory allegations of liability without supporting factual content. *See Twombly*, 550 U.S. at 555; *Iqbal*, 556 U.S. at 678–79. While the court must accept all the factual allegations in the complaint as true, it is "not bound to accept as true a legal conclusion couched as a factual allegation." *Iqbal*, 556 U.S. at 678. Because the Court determines, as immediately set forth below, that Plaintiffs' proposed amendments with respect to Defendants Sewing and SFPS would be futile, it need not determine whether, under Rule 15(a), the interests of justice would permit the amendments. In section V of this Order, however, the Court addresses the interest of justice standard as it applies to Plaintiffs' motion to amend a claim against Defendant Montoya.

# III. PLAINTIFFS' PROPOSED PREMISES LIABILITY AMENDMENT AGAINST DEFENDANTS SEWING AND SFPS IS FUTILE

Plaintiffs seek to replace their negligence per se claim in Count X with a premises liability claim in what would become, post-amendment, Count IX. Because this claim would be futile, the Court denies Plaintiffs' motion to amend as it pertains to proposed Count IX and proposed factual allegations concerning Defendants Sewing and SFPS.

In response to the New Mexico Supreme Court's rejection of common law sovereign immunity, New Mexico enacted the Tort Claims Act (NMTCA), NMSA 1978, §§ 41-4-1 to 29, which grants all government entities and their employees general immunity from actions in tort, except when the immunity is waived in certain specified circumstances. *Upton*, 2006-NMSC-040, ¶ 8; 140 N.M. 205 (2006). Among these waivers is a waiver for so-called "premises liability" claims, defined as arising from "the negligence of public employees while acting within

the scope of their duties in the operation or maintenance of any building, public park, machinery, equipment or furnishings." NMSA 1978 § 41-4-6; *Encinias v. Whitener Law Firm*, 2013-NMSC-045 ¶ 9, 310 P.3d 611. The bases for Plaintiffs' premises liability claim against Defendants SFPS and Sewing can be broken down into two categories: (1) allegations that relate to their failure to appropriately hire, supervise and monitor Defendant Gregor (*doc. 83-2*, ¶¶ 303-11, 317) which, among other things, "foreseeably created a broader zone of risk that posed a general threat to others beyond property borders" (*id.* ¶ 314); and (2) allegations that relate to their action or inaction once they decided to terminate Defendant Gregor, specifically that Defendants failed "to report allegations of sexual misconduct against Defendant Gregor to law enforcement or the Department of Children, Youth, and Families" (*id.* ¶ 312) and failed to use reasonable care in providing him with "a neutral recommendation, which enabled him to secure employment at Fairview Elementary School" (*id.* ¶ 313).

With regard to Plaintiffs' first category of allegations, Plaintiffs must overcome the fact that none of the injuries complained of occurred on or near the premises Defendants SFPS and Sewing controlled. Instead, the injuries alleged in the complaint occurred on premises located within a different school district in a different city. Plaintiffs primarily rely on two cases to support their argument that a § 41-4-6 waiver is not limited to injuries occurring on the defendant's property. (*Doc. 125* at 11). In the first case, *Bober v. New Mexico State Fair*, 1991-NMSC-031 ¶¶ 18, 30, 111 N.M. 644, the New Mexico Supreme Court held that when the State Fair hosts a concert that it should know will create dangerous traffic issues, it can be held liable to a motorist injured on a road adjacent to the property. In the second case, *Encinias v. Whitener* 

Law Firm, P.A., 2013-NMSC-045 ¶¶ 1-2, 310 P.3d 611 the New Mexico Supreme Court held that a school could be held liable for an attack on a student that occurred outside of school property, on a street the school had cordoned off so that students could patronize food vendors there.

While these cases do recognize premises liability for injuries that occur outside the boundaries of the premises in question, both cases involve injuries that occurred on property immediately adjacent to the premises. The accident in *Brober* occurred when a motorist tried to make a left hand turn out of the premises in question. 1991-NMSC-031 ¶ 2. The assault in *Encinias* occurred on a street next to the school and that the school exercised some control over by cordoning the area off so that students could patronize the food vendors there. 2013-NMSC-045 ¶¶ 1-2. Plaintiff has cited no New Mexico case, and the Court is aware of none, that extends premises liability to injuries that occurred in a different city located miles away. This does not necessarily mean that premises liability is limited to adjacent property; the Court could envision a scenario, such as a public entity's failure to contain nuclear waste, that could lead to liability beyond immediately adjacent property. But the farther away the premises in question is from the site where the injury occurred, the less likely that causation will exist and premises liability will attach.

More importantly, the injuries at EPS cannot be seen as emanating from the alleged negligent operation of Agua Fria Elementary School. The unsafe condition at issue, Defendant Gregor's alleged sexual abuse, occurred at a different school, in a different city, more than three years later. Thus, it is unlike the situation in *Castillo v. County of Santa Fe* where a loose

roaming dog bit a child on the premises being negligently maintained; unlike *Leithead v. City of Santa Fe* where a child nearly drowned in the very pool that was being negligently operated; unlike *Callaway v. New Mexico Department of Corrections* where a prisoner was assaulted within the prison that was being negligently operated; unlike *Upton* where a student's injuries occurred on the premises being negligently operated; and unlike any other case in which liability has been found under § 41-4-6. 1988-NMSC-037 ¶ 2, 107 N.M. 204; 1997-NMCA-041 ¶¶ 2-3, 123 N.M. 353; 1994-NMCA-049 ¶ 4, 117 N.M. 637; 2006-NMSC-040 ¶¶ 2-5, 140 N.M. 205.

To the extent Defendants Sewing and SFPS failed to adequately supervise and monitor Defendant Gregor, the endangered public consisted of students at Agua Fria Elementary School, not Fairview Elementary School. Indeed, keeping Defendant Gregor at Agua Fria Elementary School actually kept him away from students at Fairview Elementary School. Not until Defendant Sewing and SFPS terminated Defendant Gregor did Defendant Gregor become available to work at Defendant EPSD. And Plaintiffs do not claim, and could not credibly claim, that Defendants Sewing and SFPS are liable to them because they terminated Defendant Gregor. Plaintiffs' first category of allegations, that relate to the hiring, supervising, and monitoring of Defendant Gregor *in connection with his employment at Aqua Fria Elementary School*, cannot serve as a basis to hold Defendants Sewing and SFPS liable for conduct Defendant Gregor committed on different premises, in a different school district, in a different city, with considerable temporal separation.

<sup>&</sup>lt;sup>3</sup> The Complaint alleged that Defendants Sewing and SFPS decided to fire Defendant Gregor, but then negotiated his resignation. *Doc.* 7 ¶ 66. Whether Defendant Gregor was fired or forced to resign, however, Defendants Sewing and SFPS terminated his employment.

Plaintiffs' second set of allegations, relating to the neutral reference and failure to report Defendant Gregor to law enforcement and CYFD, do attempt to draw a connection between what Defendants Sewing and SFPS did or did not do, and what Defendant Gregor allegedly did at Fairview Elementary School. The problem for Plaintiffs, however, is that these allegations have nothing to do with the operation of the premises over which Defendants Sewing and SFPS had control and responsibility: Agua Fria Elementary. Plaintiffs' argument is that Defendants Sewing and SFPS should not have given Defendant Gregor a neutral reference because they should have known that this could allow him to obtain a job at another elementary school where he might molest other children. Plaintiffs assert that Defendant Sewing herself agrees that it is unethical to give a teacher terminated in connection with molestation allegations a neutral reference. 4Doc. 83 at 5-6. But whether something is socially unconscionable is a different question than whether something is legally actionable. In this case, the neutral reference is only legally actionable if a waiver exists under the NMTCA and, because agreeing to give Defendant Gregor a neutral reference upon his departure from the school has nothing to do with how Defendants Sewing and SFPS operated Agua Fria Elementary, the NMTCA does not provide for a cause of action. See Archibeque v. Mova, 1993-NMSC-079 ¶¶ 6-8 (holding that prison employee who negligently misclassified a prisoner could not be held liable for ensuing harm to prisoner because employee performed administrative function and did not operate or maintain the prison's physical premises.).  $Id \P \P 8$ .

<sup>&</sup>lt;sup>4</sup> According to Plaintiff, Defendant Sewing testified in her deposition that she opposed giving Defendant Gregor a neutral reference. *Doc.* 83 at 5.

That Plaintiffs' cause of action must fit within a NMTCA waiver distinguishes it from cases such as *Herrera v. Quality Pontiac*. 2003-NMSC-018, 134 N.M 43, 73 P.3d 181. In *Herrera*, the New Mexico Supreme Court addressed whether the defendants, who had left the keys in the ignition of a vehicle, *owed a common law duty* to the plaintiffs who had been injured when the car was stolen and the plaintiffs were involved in an accident with the thief. *Id*. In deciding whether public policy supports the existence of a duty, the court was not limited by the NMTCA. Unlike in *Herrera*, the duty at issue in this case is created by statute and the New Mexico Supreme Court has recently articulated the policy behind it:

Just as businesses must exercise reasonable care to discover and prevent dangerous conditions caused by people *on their premises*, so must the government. The question is not about general supervision; the question under a premises liability theory of recovery involving third-party conduct is whether the government exercised reasonable care to discover and prevent dangerous conditions caused by people *on its premises*. . . it can be liable for the violent acts of a third party if the government reasonably should have discovered and could have prevented the incident. Like businesses, the government's duty to protect visitors arises from a foreseeable risk that a third person *will injure a visitor* and, as the risk of danger increases, the amount of care to be exercised ... also increases.

Encinias, 2013-NMSC-045 ¶ 17 (citations and quotations omitted) (emphasis added). Thus, while the waiver of immunity encompasses a broad range of conduct (see *id*. ¶¶ 10-11), the negligence at issue must still be connected to the premises at issue. *Id*. ¶ 10; *see also Upton* 2006–NMSC-040 ¶ 10. In other words, the person against whom the negligence is alleged must have some responsibility to operate or maintain the property on which the alleged injury occurred.

Plaintiffs' request for leave to add this claim, as well as any factual allegations related to this claim, is denied as futile. Because no claims remain against Defendant Sewing, she is dismissed from this action. Former Defendant SFPS remains dismissed from this action.

## IV. DEFENDANT SEWING'S MOTION TO DISMISS COUNT X IS GRANTED

Plaintiffs' original Count X was a negligence *per se* claim premised on Defendants

Sewing and Montoya's failure to report Defendant Gregor's abuse of K.S. and other students as
the New Mexico Abuse and Neglect Act requires. As the Court explained in its order regarding
Plaintiffs' federal claims against Defendant Sewing, however, the relevant section of the Act, §
32A-4-3(A), requires school officials (among others) to report suspected child abuse by a *child's parent*, *custodian*, or *guardian*, to law enforcement. *Doc. 46* at 5. But it does not contemplate a
duty to report abuse by school officials. *Id.* Rather than responding to Defendants' motion to
dismiss the negligence per se claim, Plaintiffs moved to amend their complaint by replacing the
negligence per se claim with a premises liability claim. *Doc. 83* at 2 ("Plaintiff now clarifies that
she does not press suit under § 41-4-12. Rather, Plaintiff is empowered to bring a claim for
negligence against Sewing under the [NM]TCA's § 41-4-6."). Plaintiffs, therefore, have
provided no basis for denying Defendants' motion to dismiss the negligence *per se* claim, and
the Court finds that Plaintiffs' negligence per se claim fails as a matter of law. Defendants
Sewing's motion to dismiss Count X of the complaint is granted.

# V. THE COURT WILL ALLOW PLAINTIFF TO AMEND THE COMPLAINT TO ADD A PREMISES LIABILITY CLAIM AGAINST DEFENDANT MONTOYA

Plaintiffs seek to add Defendant Montoya to their existing count against EPSD for negligent operation of Fairview Elementary School. Specifically, they allege that, as principal of

Fairview, she had a duty to operate the premises at issue in a safe manner. *Doc. 83* Ex. 2 ¶ 269. They further allege that she breached her duty in failing to prevent Defendant Gregor's assaults, even though she was aware of his pattern of tortious conduct. *See, e.g., id.* ¶¶ 82-89, 93-95, 109-113, 115-116; *Encinias*, 2013-NMSC-045 ¶ 13 ("a school's failure to address a pattern of . . . violence . . . might create an unsafe condition on the premises.").

Plaintiffs have alleged a sufficient factual predicate to sustain this theory of liability under New Mexico law. And unsurprisingly, Defendant Montoya contests this amendment not on the basis of futility, but because of prejudice and untimeliness in seeking amendment. She contends that the claim does not arise from any new facts but would require significant new effort on her part to defend, and has been raised relatively late in the litigation. *Doc. 112* at 3. Further, she alleges that even if this claim could be permitted, it is barred by the statute of limitations andthe notice provisions of the NMTCA. *See generally doc. 122*.

Under Rule 15(a), leave to amend must be freely given where "justice so requires." And the Court does not believe that permitting the proposed amendment would lead to unjust results. With regard to prejudice and untimeliness, it is true that Plaintiffs raised this claim against Defendant Montoya in February of this year – but they had raised the same claim against Defendant EPSD at the beginning of the litigation. *See doc.* 7 at 41-42. Therefore, discovery about the supervision and maintenance of Fairview Elementary School would necessarily be a subject covered in discovery. Plaintiffs' § 1983 claim against Defendant Montoya also addresses many of the same factual issues of supervision and control relevant to the new premises liability claim. *Id.* at 37-39. Further, as of February 23, 2015, well prior to the close of discovery,

Defendant Montoya was at least on notice that this claim could be raised, and therefore she would have had the opportunity to address it during discovery. And, even she had failed to do so, she is still free to move the Court to reopen discovery for the limited purpose of addressing this claim and/or to move the Court to move the trial date, as well as any other remedies (such as cost-shifting of required discovery) that Defendant Montoya wishes to address.

Defendant Montoya also asserts that Plaintiffs failed to provide proper notice to the school district within 90 days as required by NMSA 1978 § 41-4-16 and failed to file the action within two years as required by § 41-4-15. *Doc. 122* at 3-4. Plaintiffs respond that under New Mexico law, neither limitation can be imposed on minors because New Mexico courts have held that these provisions, if strictly applied, would violate their due process rights. *See generally doc.* 130. The Court agrees with Plaintiffs.

As the New Mexico Court of Appeals has explained, in considering whether the application of these provisions would intrude on the rights of minor children, "our cases do not distinguish notice and limitations provisions for due process purposes." *Jaramillo v. Bd. of Rgts. of Unv. of New Mexico Health and Sciences Ctr.*, 2001-NMCA-024 ¶ 6, 130 N.M. 256. The analysis centers on the specific facts of each case and whether a reasonable person in that child's position would be capable of meeting the notice or limitations requirements. *Rider v. Albuquerque Pub. Schs.*, 1996-NMCA-090 ¶ 9, 122 N.M. 237. K.S. was in fourth grade at the time the alleged incident occurred. *Doc.* 7 ¶ 7. The Court will therefore assume she was, or was close to, ten years old, an age at which this Court has held she would be incapable of meeting the statutory requirements. *Coffey v. United States*, 2011 WL 2729068 at \*9 (D.N.M. July 7, 2011)

(in discussing the application of the 90 day notice provision, stated "[t]he eldest . . . children were ten-year old twins at the time of his death. There is no question that these children could not act on their own behalf"); see also Campos v. Murray, 2006-NMSC-020 ¶ 11, 139 N.M. 454 (". . . an eleven-year-old, [is] . . . unable to comply with the statute of limitations requirement at such a young age.")

Of course, age is not the sole consideration, although it is the primary one. *Campos*, 2006-NMSC-020 ¶ 14. And the Court can see no other basis on which to infer that K.S. was reasonably capable of complying with the statutory limitations. Therefore, the Court will also deny Defendant Montoya's Motion to Dismiss this cause of action on the basis of NMSA 1978 §§ 41-4-15 or 41-4-16. Plaintiffs may amend their complaint to add their proposed premises liability claim against Defendant Montoya as well as any proposed factual allegations that directly bear on this claim.

# VI. PLAINTIFFS' TORT CLAIMS AGAINST DEFENDANT GREGOR AND PROPOSED RESPONDEAT SUPERIOR CLAIMS AGAINST DEFENDANT EPSD ARE FUTILE

Finally, Plaintiffs bring state law claims against Defendant Gregor for alleged torts of battery, intentional infliction of emotional distress, and negligence per se, and in the proposed amended complaint also against ESPD under the theory of respondeat superior. *Doc.* 7 ¶¶ 290, 295, 300; *doc.* 83-2 ¶¶ 290, 295, 300. Defendant Gregor moves to dismiss these claims on the basis that there is no waiver of immunity for them under the NMTCA. *See generally doc.* 117. Further, while Defendant EPSD has not argued that this amendment would be futile, the Court may still deny leave to amend if it assesses that a proposed amendment would not survive a motion to dismiss. *Ketchum v. Cruz*, 961 F.2d 916, 920 (10th Cir. 1992). The NMTCA does not

waive immunity for either Defendant Gregor or his employer with regard to these torts. Thus, the claims against Defendant Gregor are subject to dismissal and the requested amendments against EPSD are futile.

As a government employee, Defendant Gregor is only liable for actions taken in the course of his employment to the extent the NMTCA creates a waiver. *See Celaya v. Hall*, 135, 85 P.3d 239, 242 (2004) (the NMTCA "delimits the scope of liability for government entities and their employees by: (1) retaining immunity for torts not waived by the TCA; and (2) waiving immunity and recognizing liability, subject to certain protections, for employees acting within their scope of duty."); NMSA 1978 § 41-4-17(A). Further, "[a] governmental entity is not immune from liability for any tort of its employee acting within the course of duties for which immunity is waived." *Silva v. New Mexico*, 106 N.M. 472, 477, 745 P.2d 380, 385 (1987). Thus, if Plaintiffs have no valid cause of action against Defendant Gregor, neither do they have a valid cause of action against his employer, Defendant EPSD.

With regard to battery, as this Court explained in *Gerald v. Locksley*, "[t]hat the New Mexico Legislature expressly allows assault and battery claims against law enforcement officers suggests that they are not otherwise allowed under § 41–4–4." 785 F.Supp.2d 1074, 1135 (D.N.M. 2011). Plaintiff has not asserted any statutory basis for a waiver and the Court knows of no authority that suggests a waiver exists for this claim. Likewise, as the Court observed in *Williams v. Bd. of Regents of the Univ. of New Mexico*, 20 F.Supp.3d 1177, 1194 (D.N.M. 2014), negligence per se and intentional infliction of emotional distress are not torts for which immunity has been waived under the NMTCA.

Because no waiver exists as to the torts alleged against Defendant Gregor, these claims must be dismissed. Further, because these claims do not survive against Defendant Gregor, they cannot survive against Defendant EPSD. Therefore, Defendant Gregor's Motion to Dismiss Plaintiffs' causes of action for battery, intentional infliction of emotional distress, and negligence per se is granted. Plaintiffs' motion to amend the complaint to add to vicarious liability claims as against Defendant EPSD for these same claims, as well as proposed factual allegations that bear on those claims, is denied as futile.

#### VII. CONCLUSION

Therefore, the Court orders the following:

- 1. Plaintiffs' Motion to Amend (doc. 83) to add a state law premises liability claim against Defendant Sewing and former Defendant SFPS is **DENIED** and no amended factual allegations regarding either Defendant are permitted and Defendant Sewing is dismissed from this action.
- 2. Defendant Sewing's Motion to Dismiss Count X (doc. 64) is **GRANTED**.
- 3. Defendant Montoya's First Motion to Dismiss (doc. 118) is denied as MOOT, her Second Motion to Dismiss (doc. 122) is **DENIED** and Plaintiffs' Motion to Amend to add a state law premises liability claim against Defendant Montoya (doc. 83) is **GRANTED**. The factual amendments regarding this claim are also permitted.
- 4. Defendant Gregor's Motion to Dismiss (doc. 117) is **GRANTED**.
- 5. Plaintiff's Motion to Amend to add respondent superior claims against Defendant EPSD (doc. 83) is **DENIED**.
- 6. The factual allegation regarding Defendant Gregor at *doc.* 83-2 ¶ 136 will also be permitted.

/s/ Steven C. Yarbrough
STEVEN C. YARBROUGH
UNITED STATES MAGISTRATE JUDGE
Presiding by Consent

## **Crystal Garcia**

From:

Jean Rael <jrael@ft.NewYorkLife.com>

Sent:

Wednesday, September 09, 2015 8:46 PM

To:

Bobbie.gutierrez@k12espanola.org

Subject: Attachments: FW: New York Life Insurance New York Life Insurance.pdf

#### Dear Ms. Gutierrez:

I am emailing as a plea in reference to the email that I received from Ester Romero in H.R. The Employee Whole Life with New York Life has been offered to the employees at Espanola Public Schools since 1993. I have had no complaints from any of the employees that have New York Life.

The employees have been pleased when at retirement they have been able to keep their life insurance at no additional cost.

I have other groups where a Section 125 is in place and it has not been an issue to offer New York Life as well.

I am asking that you please reconsider and allow Espanola Public Schools to continue offering the Life Insurance with New York Life.

I have already presented NYL at the orientation.

Thank you for taking this into consideration.

Warm Regards. jean

From: Esther Romero [mailto:esther.romero@k12espanola.org]

Sent: Wednesday, September 09, 2015 10:08 AM

To: Jean Rael

Subject: New York Life Insurance

Hi Ms. Rael.

Please see attached letter.

If you have any questions please let me know.

Sincerely,

Esther V. Romero Espanola Public Schools

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# INTERIM SUPERINTENDENT

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#### **BOARD OF EDUCATION**

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September 8, 2015

New York Life Jean Rael

As per a memo from Christy Edwards, Deputy Director of NMPSIA on April 18, 2008, a survey on supplemental employee benefits was sent out to explain the following rule

Rule6.50.9.8 "Each school district and other educational entity participating in the authority offerings shall not separately offer any competing employee-benefits insurance coverage."

Examples of supplemental benefits are retirement plans, group legal, short term disability, cancer policies, paid up life insurance. These may be offered through a Section 125 Administrators.

A contract was offered in February, 2015.

Therefore we can no longer allow your company to offer any supplemental benefits to our District. We can no longer allow you to call on individual schools, and kindly ask you to cease this practice effective immediately.

If you have any questions please feel free to contact our office.

Sincerely,

Esther V. Romero

Esther V. Romero Human Resource Director

# **Crystal Garcia**

From: Minnie Martinez <minnie.martinez@k12espanola.org>

Sent: Monday, September 14, 2015 8:02 AM

To: Eileen Ulibarri

Subject: FW: Announcement on NMPSIA Website - NMBCBS and the Exchange Plans

Morning Ms. Eileen,

Please forward to all EPS employees. Thank you!

Minnie R. Martinez Insurance Coordinator Phone: 505-367-3314 Fax: 505-367-3362

Email: minnie.martinez@k12espanola.org<mailto:minnie.martinez@k12espanola.org>

Kindness is the language which the deaf can hear and the blind can see.

Mark Twain < <a href="http://www.brainyquote.com/quotes/authors/m/mark\_twain.html">http://www.brainyquote.com/quotes/authors/m/mark\_twain.html</a>

From: Chavez, Ernestine, PSIA [mailto:Ernestine.Chavez@state.nm.us]

Sent: Sunday, September 13, 2015 6:14 PM

To: Chelsea L. Slaughter; NHOLMQUIST@SFPS.INFO; DONNA.VANN@APS4KIDS.ORG;

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amytrevino@mvhsnm.org; gregvincent@mvhsnm.org; srivera@luna.edu; Robinson, Phillip

Cc: Kathy Payanes; Hwa, Gerry; Alton, Rose M., PSIA

Subject: Announcement on NMPSIA Website - NMBCBS and the Exchange Plans

NM Blue Cross Blue Shield has announced it will not offer plans on the NM Health Insurance Exchange beginning 1/1/16. The Exchange is where the public goes to purchase individual policies when they do not have the ability to enroll in health insurance elsewhere (such as an employer).

We had Erisa update our website (nmpsia.com) to post a message informing members that the NM Blue Cross Blue Shield withdrawal from the New Mexico Health Insurance Exchange does not affect NMPSIA members enrolled with NM Blue Cross Blue Shield. The NMPSIA Group Plan is a self-funded plan; it is not a health insurance exchange plan.

Can you please share this information with your employees? You may forward this email to your employees if you wish.

Thanks, Ernestine

Ernestine Chavez
Benefits Manager
New Mexico Public Schools Insurance Authority (NMPSIA)
410 Old Taos Highway
Santa Fe, NM 87501
1.800.548.3724, ext. 1011
Fax: 505.983.8670

www.nmpsia.com<a href="http://www.nmpsia.com/">www.nmpsia.com</a>

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## **Crystal Garcia**

From: Minnie Martinez < minnie.martinez@k12espanola.org>

Sent: Monday, October 26, 2015 1:07 PM

To: Bobbie Gutierrez

Subject: FW: A Message from NMPSIA - Opportunity to Waiver Out of NMPSIA Group Benefits

Coverage

Attachments: Opportunity to Waiver out of NMPSIA Group Benefits Coverage.pdf

Hi Ms. Bobbie,

For your review.

Minnie

From: Chelsea L. Slaughter [mailto:cslaughter@easitpa.com]

Sent: Monday, October 26, 2015 11:45 AM

To: NHOLMQUIST@atcschool.org; DONNA.VANN@APS4KIDS.ORG; CURT.SZAREK@ABQCHARTERACADEMY.ORG;

HBROWNE@ALDOHS.ORG; BRUCE.H@NMACES.ORG; MAX.L@NMACES.ORG; BARBARA.HARDIN@CLOVIS-

SCHOOLS.ORG; GERI.SCHUMPERT@CLOVIS-SCHOOLS.ORG; LESPINOSA@CORALCHARTER.COM;

KRIS.QUISENBERRY@DATACHARTER.ORG; GBROWN@EASTMOUNTAINHIGH.NET;

KGIRDNER@EASTMOUNTAINHIGH.NET; BUSMGR.ECRA@GAGGLE.NET; MARGARET.CARRASCO@ROSWELL.ENMU.EDU;

CRYSTAL.GARCIA@ROSWELL.ENMU.EDU; MINNIE.MARTINEZ@K12ESPANOLA.ORG; HMASSEY@theevca.COM;

TVIALPANDO@FMS.K12.NM.US; TTAGGE@FMS.K12.NM.US; LMGARCIA@GISD.K12.NM.US;

RAPODACA@GISD.K12.NM.US; KRISTALYN@GORDONBERNELL.ORG; JGNODLE@GCCS.CC;

AJSKMONTOYA75@YAHOO.COM; JULIEANN285@HOTMAIL.COM; GBENNETT@SWRECNM.ORG;

CLARA.CHAIRES@LASMONTANASHIGH.COM; LARCHULETA@LUNA.EDU; MKAVANAUGH@LUNA.EDU;

DGOMEZ@MCSK12NM.ORG; CVIGIL@MCSK12NM.ORG; LDOMINGUEZ@MONTEDELSOL.ORG;

MPOWER SF@COMCAST.NET; SHARI@NMACT.ORG; BMORRILL@NMJC.EDU; VMENDOZA@NMJC.EDU;

SPOUNDS@NMJC.EDU; KMILLER@NMJC.EDU; RHONDALOVATO1000@MSN.COM; JDANFELSER@PAPARTS.ORG;

DWILLDEN@PVREC8.COM; CHENDERSHOT@PVREC8.COM; LBR@PVS.K12.NM.US; MMO@PVS.K12.NM.US;

REDRIVERVALLEYCS@HOTMAIL.COM; CJACKSON@REC6.NET; JOLENE@APTABILITY.NET; STACEY.LAGUNAS@APS.EDU;

ASHCRAFTS@RUIDOSOSCHOOLS.ORG; BRILLANTEL@RUIDOSOSCHOOLS.ORG; AMBER@VIGILGROUP.NET;

INTERN@VIGILGROUP.NET; GILBERTMONDRAGON525@YAHOO.COM; STEVEN.BARELA@SFCC.EDU;

ALICIA.HUERTA@SFCC.EDU; MNOTZ@RISD.K12.NM.US; CFINLEY@RISD.K12.NM.US; DEANNAGGOMEZ@HOTMAIL.COM;

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SANDY.MONTOYA@TULAROSAK12.US; SANDY.MONTOYA@TULAROSAK12.US; SEAN@VIGILGROUP.NET;

ABOWDEN@VGHS.ORG; Luisella Hunter; karen.franklin@roswell.enmu.edu; brian.zalesky@roswell.enmu.edu;

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brandie@vigilgroup.net; amytrevino@mvhsnm.org; gregvincent@mvhsnm.org; srivera@luna.edu;

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AMALDONADO@ALDOHS.ORG; THARGIS@BSIN.K12.NM.US; RRUNYAN@APTABILITY.NET; GRETA@NMCCS.ORG;

LYNETTE.QUINTANA@DATACHARTER.ORG

 ${\sf Cc: Kathy \, Payanes; \, Chavez, \, Ernestine, \, PSIA; \, \underline{charlotte.archuleta@state.nm.us}; \, Alton, \, Rose \, M., \, PSIA}$ 

Subject: A Message from NMPSIA - Opportunity to Waiver Out of NMPSIA Group Benefits Coverage

Good morning,

IMPORTANT MESSAGE FROM NMPSIA:

NMPSIA will be mailing this packet to school districts and charter schools.

PUBLIC SCHOOLS: Please forward this email and the attachment to your school superintendent.

CHARTER SCHOOLS: Please forward this email to your Governing Council Members and Charter School Lead Administrators.

Thank you,
Charlotte Archuleta
Operations/Benefits Manager
New Mexico Public Schools Insurance Authority
(NMPSIA)
410 Old Taos Highway
Santa Fe, NM 87501
1.800.548.3724, Ext. 1011

Cell: (505) 629-9270 Fax: (505) 983.8670

www.nmpsia.com<http://www.nmpsia.com>

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Sammy J. Quintana, Esq. Executive Director

Ernestine Chavez Deputy Director

# NEW MEXICO PUBLIC SCHOOLS INSURANCE AUTHORITY

## Office of Executive Director

410 Old Taos Highway Santa Fe, New Mexico 87501 1-800-548-3724 or (505) 988-2736 (505) 983-8670 (lax)

#### **BOARD OF DIRECTORS**

- NM School Boards Association
- NM Superintendents Association
- Public Education Commission
- NM School Administrators
- NM National Education Association
- American Federation of Teachers N.M.
- Governor Appointees
- · Educational Institutions at Large

## **MEMORANDUM**

TO:

Superintendents of NMPSIA Participating Public School Districts

**Charter School Governing Council Members** 

FROM:

Sammy J. Quintana, Executive Director

DATE:

October 23, 2015

RE:

Opportunity to waiver out of NMPSIA Group Benefits Coverage

Pursuant to authorization of the Board of Directors of the New Mexico Public Schools Insurance Authority and the Health Care Purchasing Act, the staff is in the process of re-bidding group medical, dental, and vision benefits coverage. The intent is to have new contracts in effect July 1, 2016. Any premium changes will be deferred to October 1, 2016.

The purpose of this memorandum is to set out for you the time schedule and notice provisions with regard to the opportunity for individual districts and charter schools to waiver out of the coverages to be purchased by the Public Schools Insurance Authority. The tentative time schedule for the procurements is February 2016 for medical, dental, and vision selections.

Enclosed is a copy of Authority Rule 6NMAC 50.7 which defines the waiver process in detail. Any questions with regard to the process must be resolved by reference to the rule. However, please note that should your district or charter school plan to consider filing a waiver for any coverage, this must be done within (14) calendar days after receiving this memorandum. You must, within that time file a notice of intent to Consider Filing a Waiver from the coverage. The purpose of requiring you to file such a notice of preliminary intent

Superintendents of NMPSIA Participating School Districts Charter School Governing Council Members October 23, 2015 Page 2

is to permit the Authority to structure its final RFP negotiations so as to notify any Authority bidders of the approximate number of school districts or charter schools that may attempt to waiver out of Authority coverage.

You should also note that if your district or charter school files a Notice of Intent to Consider Filing a Waiver and it desires to continue its waiver efforts, it must seek proposals for medical, dental, and vision insurance through an RFP in accordance with state law. In that event the district or charter school must as a minimum include in its RFP the employee benefits minimum benefits and financial standards as required by the Authority RFP. A full and complete copy of the Authority RFP (to be used by you as the minimum standards should you wish to waiver out and bid your own coverage) may be obtained from our office.

If your district or charter school desires any additional coverages or any additional benefits, these must also be included in your school district or charter school RFP. Should you continue to seek a waiver, your school district or charter school must prepare a Request for Waiver directed to the Authority. The request for waiver must affirmatively set forth the coverages contained in the best proposal received by your school district or charter school in response to its RFP, the cost of the premium, and a summary of the school district's or charter school's data with respect to each of the criteria set forth in section 7.13 of rule 6NMAC 50. Please note that the Authority RFP constitutes the minimum benefit and financial standards for purposes of the opportunity of your school district or charter school to waiver out of participation from the group benefits coverages. Please be advised that the deadline for your district or charter school to submit documentation showing that you have proposals for group insurance that will match the minimum benefit and financial standards in the Authority RFP is on or before January 14, 2016.

A school district or charter school that waivers out of participation is subject to certain final accounting. If a district or charter school waivers out of participation in the group coverages, the district or charter school shall forfeit to the Authority any right to any rebates, discounts, or credits it may be entitled to. The district or charter school will pay the Authority any funds paid for claims related to the district or charter school in excess of premiums paid by the district or charter school.

Superintendents of NMPSIA Participating Districts Charter School Governing Council Members October 23, 2015 Page 3

Any district or charter school wavering out of participation from Authority group health insurance shall pay to the Authority any sums determined by the Authority to be due in order to hold safe and harmless all other members of the Authority from any adverse financial impact caused by the waiver from coverage. An accounting of funds and amounts owed by the district shall not be due from the Authority until two years after the waiver of participation by the school district or charter school.

Finally, you should note that any district or charter school that fails to meet any of the time requirements in rule 6NMAC 50.7 can be denied a waiver from the Authority coverages. Under rule 6NMAC 50.7, the Authority Board has the power to approve or disapprove a Waiver of Participation based on the documentation submitted by the district or charter school.

No action is necessary on your part if your district or charter school does not intend to waiver out of the NMPSIA Medical, Dental, or Vision programs.

If you have further questions with regard to this issue, please do not hesitate to call on us.

Enc.

TITLE 6 SECONDARY EDUCATION

CHAPTER 50 INSURANCE

PART 7 WAIVER OF PARTICIPATION IN AUTHORITY COVERAGE OFFERINGS BY

SCHOOL DISTRICTS AND CHARTER SCHOOLS-MINIMUM BENEFIT AND

**STANDARDS** 

6.50.7.1 ISSUING AGENCY: New Mexico Public School Insurance Authority.

[6.50.7.1 NMAC - Rp, 6 NMAC 50.7.1, 09/01/2014]

[The address of the New Mexico Public School Insurance Authority is 410 Old Taos Highway, Santa Fe, New Mexico 87501.]

**6.50.7.2** SCOPE: This part applies to all school districts and charter schools.

[6.50.7.2 NMAC - Rp, 6 NMAC 50.7.2, 09/01/2014]

6.50.7.3 STATUTORY AUTHORITY: Subsection D of Section 22-29-7, NMSA 1978, directs the authority to promulgate necessary rules, regulations and procedures for the implementation of the New Mexico Public School Insurance Authority Act, Section 22-29-1 et seq., NMSA 1978.

[6.50.7.3 NMAC - Rp, 6 NMAC 50.7.3, 09/01/2014]

6.50.7.4 DURATION: Permanent.

[6.50.7.4 NMAC - Rp, 6 NMAC 50.7.4, 09/01/2014]

6.50.7.5 EFFECTIVE DATE: September 1, 2014 unless a later date is cited at the end of a section. [6.50.7.5 NMAC - Rp, 6 NMAC 50.7.5, 09/01/2014]

6.50.7.6 OBJECTIVE: The objective of this part is to establish the procedures for school districts and charter schools to obtain a waiver of participation in authority coverage offerings.

[6.50.7.6 NMAC - Rp, 6 NMAC 50.7.6, 09/01/2014]

### 6.50.7.7 DEFINITIONS:

- A. "Individual line of coverage" means either "risk-related" or "group health insurance" as those terms are defined in Section 22-29-3 NMSA 1978.
- B. "Minimum benefit standards" means the coverages required by the authority in its requests for proposal to the various insurance carriers.
- C. "Minimum financial standards" means the premiums, deductibles, limits of liability, coinsurance and other financial parameters associated with the authority coverages as set forth in the requests for proposal sent to the various insurance carriers.

  [6.50.7.7 NMAC Rp 6 NMAC 50.7.7, 09/01/2014]
- 6.50.7.8 WAIVER OF PARTICIPATION: School districts and charter schools shall participate in and accept all authority offerings, unless the school district or charter school has applied for and been granted a waiver for an individual line of coverage by the authority board. If a waiver is granted for an individual line of coverage, the school district or charter school will not be provided any insurance protection or coverage by the authority for the perils covered by that individual line of coverage. The school district or charter school receiving the waiver accepts the obligation to obtain its own insurance protection for the perils covered by the individual line of coverage for which the waiver is granted. A school district or charter school that has been granted a waiver for an individual line of coverage shall be prohibited from participating in that individual line of coverage during the contract period, provided, however, the district or charter school may, if the authority contract period exceeds four years, again seek participation. However, a school district or charter school may, if the authority contract period exceeds four years, again seek participation as if it were another educational entity pursuant to 6.50.4.8 NMAC.

  [6.50.7.8 NMAC Rp, 6 NMAC 50.7.8, 09/01/2014]

# 6.50.7.9 RESPONSIBILITIES OF SCHOOL DISTRICTS AND CHARTER SCHOOLS WHICH WAIVE PARTICIPATION IN AUTHORITY COVERAGES:

A school district or charter school may waive participation in either the risk related or group

health insurance or both. Pursuant to Subsections C and D of Section 22-29-9, a school district or charter school must waive all risk-related or all group health insurance coverages or must petition for participation in the remaining coverages offered by the authority in that particular individual line of coverage.

- B. Should a school district or charter school waive participation in an individual line of coverage, the school district or charter school shall be responsible for the following charges:
- (1) For risk related coverages, the school district or charter school shall forfeit to the authority any right to any return premiums or reserves and shall be responsible to pay to the authority on demand the cost of any prior losses in excess of premium and all the appropriate expenses of the authority in defending, settling and administering any such losses;
- (2) For group health insurance, the school district or charter school shall forfeit to the authority any right to any return premium or reserves it may be entitled to. The school district or charter school shall also pay to the authority any funds paid for prior incurred claims of the school district or charter school in excess of premium paid by the school district or charter school and shall pay to the authority all the appropriate expenses of the authority in defending, settling and administering such claims.
- C. Any school district or charter school waiving participation in an individual line of coverage shall pay to the authority any sums determined by the authority to be due in order to hold safe and harmless all other members of the authority from any adverse financial impact caused by the waiver of coverage. An accounting of funds and amounts owed by the school district or charter school shall not be due from the authority until two years after the waiver of participation has taken effect.

  [6.50.7.9 NMAC Rp, 6 NMAC 50.7.9, 09/01/2014]
- 6.50.7.10 MINIMUM BENEFIT AND FINANCIAL STANDARDS: Minimum benefit and financial standards shall be established by the authority pursuant Subsection B of Section 22-29-9, NMSA 1978, at the time of the request for proposal process for the line or lines of coverage proposed to be solicited by the authority. The terms and conditions of the requests for proposal which specify the minimum benefits and financial standards which the authority requires potential carriers to respond to shall also constitute the minimum benefit and financial standards which any district seeking a waiver of coverage must match.

  [6.50.7.10 NMAC Rp, 6 NMAC 50.7.10, 09/01/2014]

#### 6.50.7.11 BOARD PROCEDURE FOR CONSIDERING REQUESTS FOR WAIVER:

- A. In the event the authority determines it will issue a request for proposal for either risk-related or group health insurance because of termination of an existing contract during its term or because of expiration of an existing contract pursuant to the contractual term limit, the authority shall issue a schedule for the procurement. The request for proposal shall contain a proposed time schedule for responsive offers. The authority shall also set a target date for selection of a carrier. Sixty days prior to the carrier selection target date, the authority shall, by ordinary mail, send to each school district and charter school a copy of the authority's request for proposal notifying the school districts and the charter schools that the request for proposal sets forth the minimum benefits and financial standards for purposes of their opportunity to waive participation in the individual line of coverage being procured. The authority shall in the notice to the school districts and charter schools establish a deadline within which time any school district or charter school desiring a waiver must submit documentation of its proposal matching the authority's minimum benefits and financial standards. A copy of 6.50.7 NMAC shall be enclosed with the notice.
- B. A school district or charter school that plans to file a request for waiver for any individual line of coverage shall within 14 calendar days after receiving notice from the authority as required by Subsection A of 6.50.7.11 NMAC above, file a notice of intent to file a request for waiver for that particular individual line of coverage. The purpose of this preliminary filing is to permit the authority to structure its request for proposal to give notice to any proposed bidders of the approximate number of school districts and charter schools that may attempt to waive participation in that individual line of coverage, since this can have a significant effect on the procurement process.
- C. Any school district or charter school that has filed a notice of intent to file a request for waiver, may, if the school district or charter school desires to continue its waiver efforts, seek proposals for insurance through a request for proposal in accordance with state law. The school district's or charter school's request for proposal shall, as a minimum, contain the minimum employee benefits and financial standards or the risk-related minimum benefits and financial standards as required by the authority's request for proposal. The school district or charter school may include additional coverages or additional limits in its request for proposal.
- D. After the school district or charter school receives responses to its request for proposals and still desires to continue to seek a waiver, it shall prepare a request for waiver which affirmatively sets forth the

coverages, the premiums and a summary of the school district's or charter school's data with respect to each of the criteria set forth in 6.50.7.12 NMAC.

- E. The request for waiver of participation with all documentation shall be filed with the authority on or before the date on which the authority's request for proposal requires proposals to be received.
- F. Any school district or charter school that does not timely file a notice of intent to file for a waiver of participation or a request for waiver of participation is prohibited from waiving out of the authority coverage.
- G. When the authority receives a request for a waiver of participation, the authority shall immediately send a notice to the school district or charter school setting forth the time and place for a public board meeting to consider approval or rejection of the waiver request. Since time is of the essence, if necessary, the board shall call a special meeting in accordance with the Open Meetings Act, Section 10-15-1 et seq., NMSA 1978, to consider the waiver request.
- H. At the meeting, the school district or charter school will present its proposed coverages and the costs of those coverages. Then, the authority's executive director will explain the comparable coverages to be offered by the authority and their costs. The board shall review all documents and information presented orally and in writing and then shall either make its decision at the meeting or notify the school district or charter school of the decision in writing within five calendar days after the meeting.
- I. The decision of the authority board to grant or deny a waiver of participation is final. Any district denied a waiver of participation may appeal such decision. An appeal shall be taken within thirty days from the date of the board action. Such appeal is on the record made before the authority board and the board decision may be reversed only if shown upon a review of the whole record to be arbitrary, capricious or in violation of law.

  [6.50.7.11 NMAC Rp, 6 NMAC 50.7.11, 09/01/2014]

# 6.50.7.12 APPROVAL OR DISAPPROVAL OF REQUEST FOR WAIVER OF PARTICIPATION: The authority board shall approve or disapprove a waiver of participation based on the documentation submitted by the school district or charter school. The board shall grant a waiver to a school district or charter school that shows

evidence to the satisfaction of the board that:

A. In the event the waiver is with regard to group health insurance:

- (1) that the school district or charter school has secured a valid written enforceable commitment from an insurer to provide group health insurance;
- (2) that the coverage committed to the school district or charter school and the plan benefits for their employees is at least as beneficial as the plan being procured by the authority;
- (3) that there are no more exclusions from coverage and the exclusions are not broader than those set out in the authority's request for proposals;
- (4) that the deductibles, stop loss, out of pocket costs, etc., if any, result in no more costs to the employees than would occur pursuant to the authority's request for proposals;
- (5) that any cost containment features not result in any higher costs or burdens on the employees than would result under the authority's request for proposals;
- (6) that the prospective insurer of the school district or charter school have the same or greater rating as that required in the authority's request for proposals;
  - (7) that the notice of intent to request a waiver has been timely filed;
  - (8) that the request for waiver of participation has been timely filed;
- (9) that all the data required to be included in the request for waiver of participation has been timely supplied;
- (10) that the proposed insurer for the school district or charter school has satisfactorily demonstrated to the school district or charter school and to the authority that the insurer in its proposal to the school district or charter school has adequately accounted in its rates for such items as school district or charter school experience, incurred but not reported losses, medical inflation trends and other relevant factors for the purpose of allowing the school district or charter school and the authority to determine the future viability of the plan, if rates are underquoted at inception and whether the proposed insurer for the school district or charter school meets the minimum financial standards of the authority; and
- (11) that the total group health insurance offering available in that school district or charter school compares favorably in all respects with the authority's request for proposals;
  - B. In the event the waiver is with regard to risk-related insurance:
- (1) that the school district or charter school has secured a valid written enforceable commitment from an insurer to provide risk-related insurance;

- (2) that there are no more exclusions from coverage and the exclusions are not broader than those in the authority's request for proposal;
- (3) that the deductibles, self insured retention, etc., if any, are no higher or result in any more costs to the school district or charter school than would occur pursuant to the authority's request for proposal;
- (4) that any cost containment features not result in any higher costs or burdens on the school district or charter school than would result under the authority's request for proposals;
- (5) that the prospective insurers of the school district or charter school provide coverages as broad as is required in the authority's request for proposals;
- (6) that the prospective insurers of the school district or charter school have the same or greater rating as required in the authority's request for proposals;
  - (7) that the notice of intent to request a waver has been timely filed;
  - (8) that the request for waiver of participation has been timely filed;
- (9) that all the data required to be included in the request for waiver of participation has been included; and
- to the school district or charter school and to the authority that the insurer in its proposal to the school district or charter school and to the authority that the insurer in its proposal to the school district or charter school has adequately accounted in its rates for such items as school district or charter school experience, incurred but not reported losses, the nature of existing coverage(claims made or occurrence) and other relevant factors for the purpose of allowing the school district or charter school and the authority to determine the future costs of coverages, to determine if rates are under-quoted at inception and whether the proposed insurer for the school district or charter school meets the minimum financial standards of the authority.

  [6.50.7.12 NMAC Rp, 6 NMAC 50.7.12, 09/01/2014]

# 6.50.7.13 WITHDRAWAL, FAILURE TO FOLLOW PROCEDURES, EXPIRATION OF WAIVERS:

- A. A request for waiver may be withdrawn at any time prior to or at the scheduled meeting.
- B. Failure to follow the procedures set forth in this rule shall be adequate reason for rejection of the request for waiver.
- C. Any waiver granted shall automatically expire at the end of the authority insurance contract for the line of coverage.

[6.50.7.13 NMAC - Rp, 6 NMAC 50.7.13, 09/01/2014]

6.50.7.14 AUTOMATIC WAIVER ALLOWED: School districts and charter schools are entitled to an automatic waiver for any line of coverage where the employee pays the full amount of the premium. If the school district or charter school desires insurance protection for a particular line of employee-pay-all coverage, the school district or charter school must affirmatively petition the authority for coverage. In granting the coverage the board shall first determine that the school district or charter school meets the minimum participation requirements as established by the board from time to time, that the school district or charter school will carry the coverage through the end of the contract period and that approval will not jeopardize the stability of the fund.

[6.50.7.14 NMAC - Rp, 6 NMAC 50.7.14, 09/01/2014]

#### **HISTORY of 6.50.7 NMAC:**

Pre-NMAC History: The material in this part was derived from that previously filed with the State Records Center and Archives under:

NMPSIA 86-101, Risk-Related Minimum Benefits and Risk-Related Financial Standards, filed 10-31-86;

NMPSIA 86-102, Waiver Of Participation For Risk-Related Coverages, filed 10-31-86;

NMPSIA 86-203, Waiver of Participation for Employee-Benefit Coverages, filed 10-31-86;

NMPSIA 88-2, Definitions, filed 11-4-88;

NMPSIA 93-10, Employee-Benefit and Risk Related Minimum Benefit and Financial Standards Participation Waiver, filed 03-22-93;

NMPSIA 86-2, Definitions, filed 10/31/86;

NMPSIA 93-1, Definitions, filed 3/22/93.

#### History of Repealed Materials:

6 NMAC 50.7, Employee-Benefit and Risk-Related Minimum Benefit and Financial Standards Participation Waiver, filed 10/1/97-Repealed effective 09/01/2014.

# **Crystal Garcia**

From: Bobbie Gutierrez <bobbie.gutierrez@k12espanola.org>

Sent: Tuesday, December 15, 2015 4:19 PM

To: Sheri Raphaelson
Subject: RE: tort claim notice

Hi Sheri,

If you don't mind, please send me an electronic copy, as well as U.S. mail. The electronic copy will allow me to get the ball rolling with NMPSIA our insurance carrier, but I believe a hard copy is also required down the road as part of documentation/discovery.

Please send to:

Bobbie Gutierrez, Superintendent Espanola Public Schools 714 Calle Don Diego Espanola, NM 87532

I will be on the watch for this notice in the mail.

Best wishes for a great holiday.

**Bobbie** 

From: Sheri Raphaelson [mailto:bingolawyer@gmail.com]

Sent: Tuesday, December 15, 2015 3:49 PM

To: Bobbie Gutierrez Subject: tort claim notice

Hi,

I am representing a gentleman who was in a vehicle accident with an Espanola Public Schools bus. I need to serve you with a tort claim notice.

Will you accept a notice by email, or is there a US Mail address that I should use? I'm not familiar with your procedure on this.

Thanks for letting me know.

Sheri A. Raphaelson, Attorney 512 S. Riverside Drive, Suite B Espanola, NM 87532 505-927-3185 fax 505-692-6042

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# **Crystal Garcia**

From: Sent: To: Subject:	Sheri Raphaelson sheri Raphaelson Sheri Raphaelson Sheri Raphaelson Sheri Raphaelson Sheri Raphaelson Sheri Raphaelson Sheri Raphaelson Sheri Raphaelson Sheri Raphaelson 
Thank you!	
On Tue, Dec 15, 2015 at 4:19 P	M, Bobbie Gutierrez < bobbie.gutierrez@k12espanola.org > wrote:
Hi Sheri,	
If you don't mind, please send me ball rolling with NMPSIA our insuradocumentation/discovery.	an electronic copy, as well as U.S. mail. The electronic copy will allow me to get the ance carrier, but I believe a hard copy is also required down the road as part of
Please send to:	
Flease sella to.	
Bobbie Gutierrez, Superintendent	
Espanola Public Schools	
714 Calle Don Diego	
Espanola, NM 87532	
I will be on the watch for this notic	e in the mail.
Best wishes for a great holiday.	
Bobbie	

1

From: Sheri Raphaelson [mailto:<u>bingolawyer@gmail.com</u>] Sent: Tuesday, December 15, 2015 3:49 PM



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Sheri A. Raphaelson, Attorney 512 S. Riverside Drive, Suite B Espanola, NM 87532 505-927-3185 fax 505-692-6042

## **Crystal Garcia**

From: Bobbie Gutierrez <bobbie.gutierrez@k12espanola.org>

Sent: Wednesday, January 13, 2016 5:02 PM

To: Susan Baca-Garcia

Subject: RE: Espanola Public Schools - 1st Follow-Up - Espanola HS & Carlos F. Vigil MS

Attachments: image001.gif

Hi Susan,

Was there a report for 2015 for Velarde Elementary School here in Espanola? I am not finding one in my files.

Thanks, Bobbie

Bobbie Gutierrez Superintendent Espanola Public Schools

From: Susan Baca-Garcia [mailto:sbaca-garcia@pomsassoc.com]

Sent: Tuesday, June 09, 2015 3:32 PM

To: Bobbie Gutierrez

Cc: james.dorn@state.nm.us

Subject: Espanola Public Schools - 1st Follow-Up - Espanola HS & Carlos F. Vigil MS

Importance: High

Ms. Gutierrez:

Attached are the 1st Follow-Up Summary reports prepared for Espanola High School and Carlos F. Vigil Middle School on June 5, 2015, by James Dorn, Risk Consultant for the New Mexico Public School Insurance Authority (NMPSIA).

Should you have questions or if we can be of further assistance with safety and/or risk related matters, please feel free to contact Mr. Dorn at (800) 548-3724 or myself at (505) 797-1354

\*\* Please note, your Loss Prevention Consultant will follow-up again, in 60 days.

Thank You,

Susan Baca-Garcia Administrative Assistant

#### [cid:image001.gif@01D14E24.28EC0280]

Poms & Associates Risk Services
320 Osuna NE, Suite C-1 | Albuquerque, NM 87107
505-797-1354 | Fax 505-797-1432
sbaca-garcia@pomsassoc.com<mailto:sbaca-garcia@pomsassoc.com>

## www.pomsassoc.com<a href="http://www.pomsassoc.com/">www.pomsassoc.com/>

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Woodland Hills, CA (800) 578-8802 Albuquerque, NM (800) 898-6236 Centennial, CO (877) 208-9241 Walnut Creek, CA (800) 578-8802

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# UNITED STATES DISTRICT COURT

for the

District of New Mexico

Espands School Borres Education }  Bobbie Gutiverez Et al.	Civil Action No.  CV15-748-WPL-KK
Bobbie Gutierrez Ef al.	

#### SUMMONS IN A CIVIL ACTION

To: (Defendant's name and a	ddress) 111 a
	13000'E Gutierrez - Superintendent
	Espanolis School Bistrict - Superintendent Espanolis School Bistrict - Don Diego Street. Espanolis New Mexico 87532
	Espanolis New Merica De
	7 7/20 87532

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Menneth T. Bowego 441 riversise Sove Espandy AMExico 87532

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date: 1/21/2016

CLERK OF COURT

Signature of Clerk or Deputy Clerk

# UNITED STATES DISTRICT COURT

for the

District of New Mexico

Civil Action No.  CU15-748-WPL-KK
CIVIL ACTION

To: (Defendant's name and address) Bobbi's Autierrez - Superintendent

Espanolis School Bistrict - Don Diego Street.

Espanolis New Mexico 87532

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Menneth T. Borrego 441 riversise Sove Espanden Audexico 87532

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date: 1/21/2016

CLERK OF COURT

Signature of Clerk or Deputy Clerk

Case: 1:15-cv-00748 Document: 1 Filed: 08/25/2015 Page 1 of 5

# IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW MEXICO

FILED AND AUB 2 5 PRIS

UNITED STATES DISTRICT COURT
BISTRICT OF NEW MEXICO

KENNETH BORREGO, Plaintiff,

٧.

No. <u>CV 15-748</u>

ANDREW CHAVEZ, PAUL LUJAN and RALPH MEDINA, each in their Individual Capacity and THE ESPANOLA SCHOOL BOARD OF EDUCATION,

Defendants.

# COMPLAINT FOR DAMAGES

## INTRODUCTION

1. Defendant Espanola School District Board of Education has a long and sordid history of being misused by school board members as a setting for the dispensation of political patronage through School District employment practices. Many Espanola School Board Members, including Defendants, acting under the color of their positions as local school board officials, to misuse their authority in order to strengthen their political positions by providing employment and contracts to persons who are associated with and support them in school board and local elections and by withholding these jobs to punish persons not associated with them. Even after the New Mexico Legislature removed hiring and firing power from local school boards to end these destructive patronage practices and gave those duties to district superintendents,

Case: 1:15-cv-00748 Document: 1 Filed: 08/25/2015 Page 2 of 5

Defendants continued, through a variety of means, to involve themselves in and control employment decisions and otherwise dictate how employees are to carry out their duties.

- 2. On October 28, 2013 Mr. Mark Chavez filed a Complaint for Damages in the United States District Court for the District of New Mexico case number 1:13-CV-1047 against the Espanola School Board of Education and the members of the Board which are all the same defendants in this cause. Mr. Mark Chavez was employed as the Facilities Manager for the Espanola School District. During Mr. Mark Chavez's employment in the Espanola School District, Defendants Chavez, Lujan and Medina repeatedly attempted to force Mr. Mark Chavez to obtain jobs and contracts for their supporters and/or to direct the manner in which he did his job on a day to day basis. To this end, several times Defendants pressured Mr. Mark Chavez to engage in conduct that was unethical and/or unlawful. Mr. Mark Chavez was forced under threat and/or coercion to terminate contracts of those perceived to be political opponents of one or more Defendants and to interfere with contracts so as to hire supporters of Defendant Chavez. Despite numerous threats and intimidations, Mr. Mark Chavez attempted to do his job in a lawful manner as he saw it.
- 3. Mr. Mark Chavez's Complaint for Damages explains in paragraph 38, 39, and 40 that on or about July 27 2012 Defendants Medina and Archuleta attempted to force Mr. Mark Chavez to "fire" Plaintiff's Company, Superior Electric from a nearly completed contract with the Espanola School District and ordered Mr. Mark Chavez to never be hire Plaintiff for another job for the School District again.
- 4. At that time Plaintiff was also working \$29,000 drainage and grading contract at Carlos Vigil Middle School. Plaintiff was required to hire out and submit stamped blueprints for that job. Plaintiff did contract and submit stamped blueprints. Plaintiff's invoice for that work was

Case: 1:15-cv-00748 Document: 1 Filed: 08/25/2015 Page 3 of 5

submitted but never paid, Plaintiff, without explanation, was not allowed to proceed with the project and was not awarded any other jobs for the Scholl District again.

## **PARTIES**

- Plaintiff Kenneth Borrego was, at all times material hereto, a resident of Rio Arriba
   County, New Mexico.
- 6. Defendant Andrew Chavez was a member of the Espanola School Board of Education and served as President and then Vice-President of the Board during Plaintiff's last two years of employment. Chavez is a member of the Democratic Party and has been highly active in politics in Rio Arriba County and Espanola. He served as a member of the State Democratic Central Committee while he was a school board member. Prior to becoming a school board member, Chavez served as a Rio Arriba County Commissioner. At all times material hereto, Defendant acted under the color of his authority and under color of law. He is sued in his individual capacity.
- 7. Defendants, Lujan, and Medina were, at all times material hereto, members of the Espanola School Board of Education. Defendants, all members of the Democratic Party, have been highly active in Espanola and Rio Arriba County politics for many years. At all times material hereto, Defendants were acting under the color of their authority and under color of law. They are sued in their individual capacities.
- 8. Defendant Espanola School Board of Education is the governing body for the Espanola Municipal School District. Under New Mexico law, decisions on hiring, promotion and termination of employees are to be made by the superintendent of schools, 1978 NMSA, §22-&-14 (2003). However, Defendant Board has the authority to hire, suspend and fire the superintendent (1978 NMSA, § 22-5-4 (2003), a power the individual Defendants herein

exercised frequently during the time Plaintiff was employed at the District when a superintendent failed to accommodate their efforts to control employment and other decisions. At all times material hereto, Defendants Andrew Chavez, Lujan and Medina constituted four out of the five Board members.

#### JURISDICTION

9. This action is brought pursuant to 42 U.S.C. §1983, Jurisdiction is present pursuant to 28 U.S.C. §1331 and 28 U.S.C. §1343,

## CAUSE OF ACTION

- 10. The decisions and actions by Defendants were motivated, in whole or in part, by the perception that Plaintiff was either associated politically with Defendants or opposed Defendants politically. The conduct by the Defendant School Board and the other Defendants violated Plaintiff's right to freedom of association in violation of the First Amendment to the United States Constitution and 42 U.S.C. Section 1983.
- 11. As a direct and proximate result of the conduct of Defendants, Plaintiff suffered and continues to suffer severe emotional distress, anxiety, humiliation, embarrassment, loss of income and the violation of his federal constitutional rights.
- 12. At all times material hereto, each of the individual Defendants acted intentionally, willfully and/or with deliberate indifference to the federal statutory and constitutional rights of Plaintiff. For this reason, Plaintiff is entitled to an award of punitive damages against each individual Defendant.

WHEREFORE, Plaintiff prays for the following relief:

1. Compensatory damages in an amount to be determined by the trier of fact.

# Case: 1:15-cv-00748 Document: 1 Filed: 08/25/2015 Page 5 of 5

- 2. Punitive damages against the individual Defendants.
- 3. Pre- and post judgment interest.
- 4. Reasonable attorneys' fees and costs pursuant to 42 U.S.C, §1988.
- 5. Such other and further relief as the Court deems just and proper.

Respectfully Submitted,

Appellant/Defendani

Kenneth Borrego 441 N. Riverside Dr

Española, NM 87532

(505) 920-3951

# **Crystal Garcia**

From: Minnie Martinez < minnie.martinez@k12espanola.org>

**Sent:** Thursday, June 09, 2016 2:39 PM

To: Eileen Ulibarri

**Subject:** FW: Standard Benefits to Share with Employees **Attachments:** Travel Assist Flyer 4.2016.pdf; Life Toolkit EE.PDF

Hi Ms. Eileen,

Please forward to all EPS EMPLOYEES.

Thank you. :)

From: Chelsea L. Slaughter [mailto:cslaughter@easitpa.com]

Sent: Thursday, June 09, 2016 2:12 PM

To: CURT.SZAREK@ABQCHARTERACADEMY.ORG; HBROWNE@ALDOHS.ORG; BRUCE.H@NMACES.ORG;

MAX.L@NMACES.ORG; BARBARA.HARDIN@CLOVIS-SCHOOLS.ORG; GERI.SCHUMPERT@CLOVIS-SCHOOLS.ORG;

LESPINOSA@CORALCHARTER.COM; KRIS.QUISENBERRY@DATACHARTER.ORG; GBROWN@EASTMOUNTAINHIGH.NET;

NHOLMQUIST@EASTMOUNTAINHIGH.NET; BUSMGR.ECRA@GAGGLE.NET;

MARGARET.CARRASCO@ROSWELL.ENMU.EDU; CRYSTAL.GARCIA@ROSWELL.ENMU.EDU;

MINNIE.MARTINEZ@K12ESPANOLA.ORG; HMASSEY@theevca.COM; TVIALPANDO@FMS.K12.NM.US;

TTAGGE@FMS.K12.NM.US; LMGARCIA@GISD.K12.NM.US; RAPODACA@GISD.K12.NM.US;

KRISTALYN@GORDONBERNELL.ORG; JGNODLE@GCCS.CC; AJSKMONTOYA75@YAHOO.COM;

JULIEANN285@HOTMAIL.COM; GBENNETT@SWRECNM.ORG; CLARA.CHAIRES@LASMONTANASHIGH.COM;

<u>LARCHULETA@LUNA.EDU</u>; <u>MKAVANAUGH@LUNA.EDU</u>; <u>DGOMEZ@MCSK12NM.ORG</u>; <u>CVIGIL@MCSK12NM.ORG</u>;

LDOMINGUEZ@MONTEDELSOL.ORG; MPOWER SF@COMCAST.NET; SHARI@NMACT.ORG; BMORRILL@NMJC.EDU;

VMENDOZA@NMJC.EDU; SPOUNDS@NMJC.EDU; KMILLER@NMJC.EDU; RHONDALOVATO1000@MSN.COM;

JDANFELSER@PAPARTS.ORG; DWILLDEN@PVREC8.COM; CHENDERSHOT@PVREC8.COM; MMO@PVS.K12.NM.US;

REDRIVERVALLEYCS@HOTMAIL.COM; CJACKSON@REC6.NET; JOLENE@APTABILITY.NET; ashcrafts@ruidososchools.org;

BRILLANTEL@RUIDOSOSCHOOLS.ORG; AMBER@VIGILGROUP.NET; INTERN@VIGILGROUP.NET;

GILBERTMONDRAGON525@YAHOO.COM; STEVEN.BARELA@SFCC.EDU; ALICIA.HUERTA@SFCC.EDU;

MNOTZ@RISD.K12.NM.US; CFINLEY@RISD.K12.NM.US; DEANNAGGOMEZ@HOTMAIL.COM;

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dhernandez@bsin.k12.nm.us; rhirschy@21stcenturypa.com; Kelly@nmccs.org; brandie@vigilgroup.net;

amytrevino@mvhsnm.org; gregvincent@mvhsnm.org; srivera@luna.edu; PROBINSON@TTSCHOOL.ORG;

, great the state of the state

gplopez@gisd.k12.nm.us; lbrown@bsin.k12.nm.us; archuleta97@outlook.com; AMALDONADO@ALDOHS.ORG;

THARGIS@BSIN.K12.NM.US; RRUNYAN@APTABILITY.NET; GRETA@NMCCS.ORG;

LYNETTE.QUINTANA@DATACHARTER.ORG; jms@pvs.k12.nm.us; bilazcano@gisd.k12.nm.us;

dallas.patterson@aps4kids.org; donna@nmccs.org; matt@nacainspiredschoolsnetwork.org

Cc: Kathy Payanes; Gerry A. Hwa; Chavez, Ernestine, PSIA; Melendrez, Claudia, PSIA; Alton, Rose M., PSIA

Subject: Standard Benefits to Share with Employees

**Greetings NMPSIA Benefits Representatives!** 

The Standard life insurance policies have additional benefits available to employees and their families. The Travel Assistance program which is currently offered and a new benefit, the Life Services Toolkit will be effective July 1st 2016. Below are brief highlights of the benefits and attached are information flyers.

Traveling More Than 100 Miles from Home? Take Advantage of Travel Assistance.

Did you know that your group Life insurance benefits through The Standard include Travel Assistance? You and your family are automatically covered under your group's Life insurance. You can get help with everything from pre-trip planning to dealing with emergencies, whenever you travel more than 100 miles from home or internationally for trips of up to 180 days. Travel Assistance is available around the clock and around the world. See the attached flyer for details.

#### Effective July 1, 2016

Resources and Tools to Help You and Your Beneficiary Provided by the Life Services Toolkit The Life Services Toolkit is automatically available to those employees insured under the group Life insurance policy. Comprehensive online tools and services can help you create a will, make advance funeral plans and put your finances in order. After a loss, beneficiaries can consult experts by phone or in person, and obtain other helpful information online for up to 12 months after the date of death. See the attached flyer for details.

Please forward to employees as soon as possible. The Travel Assistance Flyer and Brochure (available in English and Spanish) is at nmpsia.com; Insurance Carriers tab; The Standard Life and Disability link; under the Helpful Information section. The Standard will be adding the Life Services Toolkit information to NMPSIA's website soon.

Thank you for assisting us to deliver this important message about services provided by The Standard life insurance plans.

Martha Quintana | Senior Account Specialist The Standard Standard Insurance Company PO Box 225 | Santa Cruz, NM 87567 Phone 505.859.4180 | Toll-free 888.609.9763 ext. 0957 | Fax 888.641.7113 martha.guintana@standard.com<mailto:martha.guintana@standard.com>



Things can happen on the road. Passports get stolen or lost. Unforeseen events or circumstances derail travel plans. Medical problems surface at the most inconvenient times. Travel Assistance can help you navigate these issues and more at any time of the day or night.

You and your spouse are covered with Travel Assistance<sup>1</sup> — and so are kids through age 25 — with your group insurance from The Standard.<sup>‡</sup>

# Security That Travels with You

Travel Assistance is available when you travel more than 100 miles from home or internationally for up to 180 days for business or pleasure. It offers aid before and during your trip, including:



Passport, visa, weather and currency exchange information, health hazards advice and inoculation requirements



Emergency ticket, credit card and passport replacement, funds transfer and missing baggage



24/7/365 phone access to registered nurses for health and medication information, symptom decision support, and help understanding treatment options



Emergency evacuation to the nearest adequate medical facility and medically necessary repatriation to the employee's home, including repatriation of remains<sup>2</sup>



Connection to medical care providers, interpreter services, a local attorney, consular office or bail bond services



Return travel companion if travel is disrupted due to emergency transportation services<sup>3</sup> or return dependent children if left unattended due to prolonged hospitalization



Logistical arrangements for ground transportation, housing and/or evacuation in the event of political unrest and social instability; for more complex situations, assists with making arrangements with providers of specialized security services

- 1 Travel Assistance is provided through an arrangement with UnitedHealthcare Global, which is not affiliated with The Standard, and is subject to the terms and conditions, including exclusions and limitations, of the Emergency Travel Assistance Program Employee Description. UnitedHealthcare Global is solely responsible for providing and administering the included service. Travel Assistance is not an insurance product, except in Oregon. UnitedHealthcare Global is the marketing name for FrontierMEDEX, Inc. This service is only available while insured under The Standard's group policy.
- 2 Must be arranged by UnitedHealthcare Global. Related medical services, medical supplies and a medical escort are covered where applicable and necessary.
- 3 Not available to Oregon residents.
- ‡ The Standard is a marketing name for StanCorp Financial Group, Inc. and subsidiaries. Insurance products are offered by Standard Insurance Company of 1100 SW Sixth Avenue, Portland, Oregon, in all states except New York, where insurance products are offered by The Standard Life Insurance Company of New York of 360 Hamilton Avenue, Suite 210, White Plains, New York. Product features and availability vary by state and company, and are solely the responsibility of each subsidiary. Each company is solely responsible for its own financial condition. Standard Insurance Company is licensed to solicit insurance business in all states except New York. The Standard Life Insurance Company of New York is licensed to solicit insurance business in only the state of New York.

# Contact Travel Assistance

#### 800.527.0218

United States, Canada, Puerto Rico, U.S. Virgin Islands and Bermuda

+1.410.453.6330

Everywhere else

Assistance@uhcglobal.com www.standard.com/travel

Travel Assistance is available if you travel more than 100 miles from home or in a foreign country. **Slobal Intelligence Center** www.standard.com/travel

Contact 800.527.0218: United States, Canada, Puerto Rico, U.S. Virgin Islands and Bermuda +1.410.453.8330: Everywhere else

Assistance@uhcglobal.com

**Standard Insurance Company** 

The Standard Life Insurance Company of New York

www.standard.com

Travel Assistance 14684 (4/16) SI/SNY EE

# Life Services Toolkit

# Resources and Tools to Help You and Your Beneficiary Meet Life's Challenges

Group Life insurance through your employer gives you assurance that your family will receive some financial assistance in the event of a death. But coverage under a group Life policy from The Standard<sup>‡</sup> does more than help protect your family from financial hardship after a loss. We have partnered with Bensinger, DuPont & Associates (BDA) to offer a lineup of additional services that can make a difference now and in the future.

Online tools and services can help you create a will, make advance funeral plans and put your finances in order. After a loss, beneficiaries can consult experts by phone or in person, and obtain other helpful information online.

The Life Services Toolkit is automatically available to those insured under a group Life insurance policy from The Standard. Recipients of an Accelerated Benefit can access services for 12 months after the date of payment. Life insurance beneficiaries can access services for 12 months after the date of death.

# Services to Help You Now

Visit the Life Services Toolkit website at www.standard.com/mytoolkit (enter username "assurance") for information and tools to help you make important life decisions.

- Estate Planning Assistance: Online tools, found in the Legal Forms section, walk you through the steps to prepare a will and create other documents, such as living wills, powers of attorney and health care agent forms.
- Financial Planning: Consult online services to help you manage debt, calculate mortgage and loan payments, and take care of other financial matters with confidence.
- **Health and Wellness:** Timely articles about nutrition, stress management and wellness help employees and their families lead healthy lives.
- **Identity Theft Prevention:** Check the website for ways to thwart identity thieves and resolve issues if identity theft occurs.
- Funeral Arrangements: Use the website to calculate funeral costs, find funeral-related services and make decisions about funeral arrangements in advance.

If you are a recipient of an Accelerated Benefit, you may access the services for beneficiaries outlined on the next page.





**Standard Insurance Company** 

The Standard Life Insurance Company of New York

www.standard.com

Life Services Toolkit 17526 (11/15) SI/SNY EE

<sup>&</sup>lt;sup>†</sup> The Standard is a marketing name for StanCorp Financial Group, Inc. and subsidiaries. Insurance products are offered by Standard Insurance Company of Portland, Oregon, in all states except New York, where insurance products are offered by The Standard Life Insurance Company of New York of White Plains, New York.

The Life Services Toolkit is not available to Life insurance beneficiaries who are minors or to non-individual entities such as trusts, estates or charities.

# Services for Your Beneficiary

These supportive services can help your beneficiary cope after a loss:

- Grief Support: Clinicians with master's degrees are on call to provide confidential grief sessions by phone or in person. Beneficiaries are eligible for up to six face-to-face sessions and unlimited phone contact.
- **Legal Services:** Beneficiaries can obtain legal assistance from experienced attorneys. They can:
  - Schedule an initial 30-minute office and a telephone consultation with a network attorney. Beneficiaries who wish to retain a participating attorney after the initial consultation receive a 25 percent rate reduction from the attorney's normal hourly or fixed fee rates.
  - Obtain an estate-planning package that consists of a simple will, a living will, a health care agent form and a durable power of attorney.
- Financial Assistance: Beneficiaries have unlimited phone access to financial counselors who can help with issues such as budgeting strategies, and credit and debt management, including hour-long sessions on topics requiring more in-depth discussion.
- Support Services: During an emotional time, beneficiaries can receive help planning a funeral or memorial service. Work-life advisors can guide them to resources to help manage household repairs and chores; find child care and elder care providers; or organize a move or relocation.
- Online Resources: Beneficiaries can easily access additional services and features on the Life Services Toolkit website for beneficiaries, including online resources to calculate funeral costs, find funeral-related services and make decisions about funeral arrangements.

For beneficiary services, visit www.standard.com/mytoolkit (User name = support) or call the phone assistance line at 800.378.5742.



Beneficiaries can participate in phone consultations or in-person meetings with trained grief counselors.

The Life Services Toolkit is provided through an arrangement with Bensinger, DuPont & Associates (BDA) and is not affiliated with The Standard. BDA is solely responsible for providing and administering the included service. This service is not an insurance product.

The Standard is a marketing name for StanCorp Financial Group, Inc. and subsidiaries. Insurance products are offered by Standard Insurance Company of 1100 SW Sixth Avenue, Portland, Oregon, in all states except New York, where insurance products are offered by The Standard Life Insurance Company of New York of 360 Hamilton Avenue, Suite 210, White Plains, New York. Product features and availability vary by state and company, and are solely the responsibility of each subsidiary. Each company is solely responsible for its own financial condition. Standard Insurance Company is licensed to solicit insurance business in all states except New York. The Standard Life Insurance Company of New York is licensed to solicit insurance business in only the state of New York.

## **Crystal Garcia**

From:

Eileen Ulibarri <eileen.ulibarri@k12espanola.org>

Sent:

Monday, June 20, 2016 11:33 AM

To: Cc: Crystal Garcia
Fric V. Martinez

Subject:

RE: Request

Attachments:

image001.jpg

Hi Krystal,

I thought maybe Esther would have a copy. I never received any settlement agreements in 2015. You might check with NMPSIA - New Mexico Public Schools Insurance Authority. Or, maybe the Superintendent can check with the attorneys.

#### Eileen

From: Crystal Garcia

Sent: Monday, June 20, 2016 11:14 AM

To: Eileen Ulibarri Cc: Eric V. Martinez Subject: Request Importance: High

Good Morning Eileen,

I have an IPRA Request pending. I had previously asked you about it and you told me to ask Esther. Esther says that you should have the information and she doesn't.

Can you please let me know if this is something you have or who else may have the info?

ALL SETTLEMENT AGREEMENTS, AND ALL SUPPORTING DOCUMENTATION FOR ALL SETTLEMENT AGREEMENTS, ENTERED INTO BY THE SCHOOLS IN 2015.

Sincerely,

Crystal Lea Garcia Human Resources Officer Records Custodian Española Public Schools 505-367-3337

crystal.garcia@k12espanola.org<mailto:crystal.garcia@k12espanola.org>

Rachel E. Higgins, Attorney at Law Rachel E. Higgins, Attorney Mary Higgins, Attorney 509 Roma NW Albuquerque, NM 87102 505.247.9339

Email: Rachel@rachelhigginslaw.com

October 4th, 2016

Via Fax and Regular Mail
Eric V. Martinez, Superintendent
EricV.Martinez@k12espanola.org
Espanola Public Schools
1250 Industrial Park Rd.
Espanola, NM 87532

Re: Tort Claims Act Notice of Elias Coriz (Big Ross INC dba ProSec)

Dear Superintendent Martinez:

This letter is sent pursuant to the terms of NMSA 1978, § 41-4-16 and gives you notice of intent by Elias Coriz to pursue tort claims available under the law against the Espanola Public School District in reference to the termination of his contract with the District to provide security services and damages flowing therefrom. The termination occurred July 6, 2016, and was retaliatory in nature.

As you are aware, Mr. Coriz is required by law to present a notice of tort claim within 90 days of the triggering event. Thank you for your time and consideration.

Rachel E. Higgins rachel@rachelhigginslaw.com

REH:VB



# NEW MEXICO PUBLIC SCHOOLS INSURANCE AUTHORITY

Cannon Cochran Management Services, Inc. Claims Administrator

P.O. Box 30870

Albuquerque, New Mexico 87190-0870 800-635-0679 505-837-8700 505-888-6901 Fax



# ACCIDENT REPORT - GENERAL/PRODUCTS LIABILITY (DO NOT USE FOR AUTO)

NAME				PHONE N	NUMBER
DISTRICT: Espanda					- 2256
ADDRESS		CITY		STATE	
420 N. Coronado		Espanola		Nm.	
ACCIDENT					
DATE OF LOSS TIME OF LOS	SS   LOCATION OF LOSS	CITY		STAT	
9/12/19	Front of Blan	B Espan	ola	DW	1 87533
9 5/16 13:30 OFFICALS CALLED TO SCENE	IF SO. IDENTIFY				
☐ POLICE ☐ FIRE DEF					
CLAIMANT (PROPERTY DAMAG			T		
NAME	ADDRESS	CITY	STATE	ZIP	PHONE
DESCRIBE DAMAGED PROPERTY	LOCATION OF PROPERTY	CITY	STATE	EXTE	VT OF DAMAGE
CLAIMANT (BODILY INJURY)					
NAME Juramilo AGE	ADDRESS	CITY	STATE	ZIP	PHONE
Guadalya 60	1311 Afford Lane	Espanola	DW	8753	2-753-6808
OCCUPATION 818154	1311 Aford Lane DESCRIBE EXTENT	OF INJURY SCREES	L(P) h	ind t	elbow
Foster Grandpure					
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IMPORTANT: HAS THIS AC	CCIDENT BEEN REPORTED TO OUR	LOCAL EMERGENCY AD	JUSTER?	YES	NO
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To Whom It May Concern, I Guadalupita fell on 9-12-16 at 12:20 and broke my right knee broke the Skin on my right elbow and my right palm. I was taken to the ER.
by my husband where they did our X-Ray
and told me my knee was broken I was put on a brace + crutches, Since Five had to see an Orthopedic DR Geradalapita Jaramello

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# **Crystal Garcia**

From: Carol Gonzales <carol.gonzales@k12espanola.org>

Sent: Tuesday, October 25, 2016 9:31 AM

**To:** EPS-Everyone

Subject: FW: Medical, Dental, Vision OPEN/Switch Enrollment 2017

Attachments: Program Guide 2016-07 Revised (NMHC).pdf; Enrollment Application 2016-10.pdf;

2016-10 Premium Rate Sheet (NMHC).pdf

Importance: High

Good Morning Everyone-

I apologize but I forgot to attach the new rate sheets that are effective January 1, 2017. If you have any questions, please let me know.

Thanks,
Carol L. Gonzales
Finance and Budget Manager
Espanola Public Schools
714 Calle Don Diego
Espanola, NM 87532
Phone (505) 367-3308
Fax (505) 753-2321

From: Jose Estrada

Sent: Tuesday, October 25, 2016 8:51 AM

To: EPS-Everyone

Subject: FW: Medical, Dental, Vision OPEN/Switch Enrollment 2017

Importance: High

Good afternoon everyone,

The NMPSIA open/switch enrollment for medical, dental and vision coverage is in effect now through November 18, 2016 for an effective date of January 1, 2017.

If enrolling a dependent(s), coverage for the dependent(s) will go into effect January 1, 2017 provided all required supportive documentation is submitted prior to this effective date. (Supportive documentation could include proof of birth, proof of marriage, domestic partner affidavit, adoption decree, or proof of other coverage for a dependent being excluded from coverage, etc.)

If the missing supportive documentation is not turned in prior to January 1, the effective day for the affected dependent(s) will be delayed. Employees have 61 days from January 1 to turn in any missing supportive documentation to prove eligibility for a dependent(s). Coverage for the dependent will then go into effect the first of the month following the day you turn in the missing documentation. In order to avoid a delay in coverage for a dependent, please make certain any missing documentation is turned in to my office as soon as possible and certainly prior to January 1. This information must be scanned and submitted to ERISA and takes time, so please submit to me ASAP.

The following changes can be made during this open/switch enrollment period:

- \* MEDICAL (Variable hour employees and all other eligible employees)
- \* Employees who are currently enrolled in NMPSIA medical coverage can switch medical plan options (high option, low option, HMO option) or medical carriers (Presbyterian, BCBSNM, New Mexico Health Connections).
- \* For example, an employee can switch from high option to low option or from low option to high option under Presbyterian or BCBSNM.
  - \* For example, an employee can switch from one medical carrier to another.
- \* For example, an employee can switch from high or low option under Presbyterian or BCBSNM to the new HMO Plan option available under New Mexico Health Connections.
- \* Employees who are not enrolled in NMPSIA medical coverage, can apply to enroll in medical coverage (including applying to enroll eligible dependents).
  - \* Employees who are currently enrolled in NMPSIA medical coverage can apply to enroll eligible dependents.
- \* DENTAL (Variable hour employees not eligible for dental coverage)
- \* Employees who are currently enrolled in NMPSIA dental coverage, can switch dental plans (high option to low option or low option to high option)
- \* Employees who are not enrolled in NMPSIA dental coverage, can apply to enroll in dental coverage (including applying to enroll eligible dependents)
  - \* Employees who are currently enrolled in NMPSIA dental coverage can apply to enroll eligible dependents
- \* VISION (Variable hour employees not eligible for vision coverage)
- \* Employees who are not currently enrolled in NMPSIA vision coverage, can apply to enroll in vision coverage (including applying to enroll eligible dependents)
  - \* Employees who are currently enrolled in NMPSIA vision coverage, can apply to enroll eligible dependents

Attached please find the Enrollment Application Form and the revised Program Guide explaining all available coverage's. If you have any questions, please do not hesitate to contact me. Please return all completed forms and supporting documents to me in my office in Carlos Vigil Middle School, Room 103. I am in the district on Tuesday's from 9:00 to 6:30; Wednesday's and Thursday's before school and after school on Wednesday's till 6:30 and Thursday's till 4:30. I am also available by appointment any of those days. PLEASE REMEMBER IF YOU MISS THIS OPEN ENROLLMENT PERIOD YOU CANNOT ADD INSURANCE UNTIL NEXT YEAR DURING OPEN ENROLLMENT IN LATE OCTOBER AND EARLY NOVEMBER.

Respectfully,

Carol L. Gonzales
Finance and Budget Manager
Espanola Public Schools
714 Calle Don Diego
Espanola, NM 87532
Phone (505) 367-3308
Fax (505) 753-2321



Sammy J. Quintana, Esq. Executive Director

Ernestine Chavez Deputy Director

# NEW MEXICO PUBLIC SCHOOLS INSURANCE AUTHORITY

## Office of Executive Director

410 Old Taos Highway Santa Fe, New Mexico 87501 1-800-548-3724 or (505) 988-2736 (505) 983-8670 (fax)

#### **BOARD OF DIRECTORS**

- NM School Boards Association
- · NM Superintendents Association
- Public Education Commission
- NM School Administrators
- NM National Education Association
- · American Federation of Teachers N.M.
- Governor Appointees
- Educational Institutions at Large

#### **MEMORANDUM**

FROM:

**Ernestine Chavez** 

**Deputy Director** 

SUBJECT:

NMPSIA Program Guide Information for New Mexico Health Connections Medical Plan

DATE:

October 12, 2016

Information for the new HMO medical plan option available from New Mexico Health Connections was finalized after NMPSIA's July 2016 Program Guide was published. This option is effective January 1, 2017. This HMO Plan does not include benefits for out-of-network coverage (except for emergency care). The accompanying information is being provided as an addendum to the benefit program information contained in the July 2016 Program Guide.

**CARRIER** 

**TOLL FREE** 

WEBSITE

**New Mexico Health Connections** 

1-877-210-8213

www.mynmhc.org/nmpsia.aspx

Monthly premium allocation information effective 1/1/2017\*

If you earn \$25,000 or more, monthly payroll deductions are:				
	Single	Two Party	Family	
New Mexico Health Connections HMO Option	\$227.08	\$431.88	\$576.82	

If you earn \$20,000 but less than \$25,000, monthly payroll deductions are:				
	Single	Two Party	Family	
New Mexico Health Connections HMO Option	\$198.70	\$377.88	\$504.72	

If you earn \$15,000 but less than \$20,000, monthly payroll deductions are:				
	Single	Two Party	Family	
New Mexico Health Connections HMO Option	\$170.30	\$323.90	\$432.62	

If you earn less than \$15,000, monthly payroll deductions are:				
	Single	Two Party	Family	
New Mexico Health Connections HMO Option	\$141.92	\$269.92	\$360.52	



# Summary of Benefits for New Mexico Public Schools Insurance Authority

The following grid highlights this HMO plan as administered by New Mexico Health Connections (NMHC) for New Mexico Public Schools Insurance Authority members. These benefits are effective 1/1/17. The specific terms of coverage, limitations, and exclusions are detailed in the *What Is Covered by the Plan?* and *Services Your Plan Does Not Cover* sections of your Benefit Booklet.

NMPSIA HMO Summary of Benefits Administered by New Mexico Health Connections There is no overall lifetime maximum benefit; however; certain services have maximum annual limits. See below.	Member's Share of Covered Charge Preferred Provider <sup>1,2</sup>
Calendar Year Deductible <sup>1</sup>	
Individual	\$500
Family	\$1,000
Annual Out-of-Pocket Limit <sup>2</sup>	
Individual	\$3,250
Family	\$6,500
Office Visit/Exam Charge	
Office and Home visits/Exams or Consultation (Other services received during the office visits and listed under "Other Services," below, such as therapy, are subject to deductible, copay, and /or coinsurance as listed in the rest of the summary.)	Office Visit Copay (Deductible Waived)
Primary Care Provider (PCP)* Office/Home Visit	\$15
Specialist Office/Home Visit	\$25
Office Surgery (including casts, splints, and dressings) <sup>4</sup>	20%
Allergy Injections (only), Extract Preparation	No Charge (Deductible Waived)
Therapeutic Injections: Allergy Testing	Office Visit Copay
Routine/Preventive Services Routine Adult Physicals and Gynecological Exams, Routine Tests (Including Pap tests, Cholesterol tests, Urinalysis, Human Papillomavirus (HPV) Screening), Colonoscopies and Mammograms (one covered at 100% annually regardless of diagnosis when in-network), Health Education Counseling (including diabetic and smoking cessation counseling), Family Planning (including insertion/removal of birth control devices, surgical sterilization in office, birth control and therapeutic injections), Immunizations (including travel immunization); Well-Child Care; Routine Vision or Hearing Screenings through age 17.	No Charge (Deductible Waived)
OTHER SERVICES	<b>经</b> 型国际 医肾炎 (1997)
Acupuncture, Chiropractic (Spinal Manipulation), Massage Therapy (if medically necessary), and Rolfing (combined max. benefit of 30 visits/calendar year) <sup>7</sup>	\$25 Copay (Deductible Waived)
Naprapathy (limit \$500 per year)	\$50 Copay (Deductible Waived)
Ambulance Services: Ground and Emergency Air Transport	\$25 Copay (Deductible Waived)
Ambulance Services: Inter-facility Transport <sup>3</sup>	\$0 (Deductible Waived)
Autism Spectrum Disorder  Diagnosis and Treatment for all children up to age 19 or up to age 22 if still attending school. Up to 90 visits per member per year. PCP copay for Applied Behavioral Analysis (ABA). Specialist includes outpatient physical therapy occupational therapy and speech therapy.	PCP \$15 Copay Specialist \$25 Copay (Deductible Waived)
Biofeedback (for specified medical conditions only) <sup>4</sup>	\$25 Copay (Deductible Waived)
	\$25 Copay (Deductible Waived)

Dental/Facial Accident, Oral Surgery, and TMJ/CMJ Services	Dependent on Place of Service
Emergency Room Treatment <sup>3</sup> Physician and Other Professional Provider Charges	20% after deductible
Hearing Aids and Related Services (Age 21 and older; Routine exams/testing not covered.)	Hearing Aids: No Charge up to \$500; thereafter you pay 90% in any 36-month period
Hearing Aids and Related Services (Under age 21: Exam/testing subject to usual cost-sharing.)	Hearing Aids: No Charge up to \$2,200 per ear; thereafter you pay 90% in any 36-month period
Home Health Care/Home I.V. Services⁴	20%
Limitations, see 'What is Covered by this Plan' section of your Benefit Booklet for more information	Unlimited
Hospice Services including respite care (limited to 10 days for each 6-month period - 2 periods per lifetime) and bereavement counseling (limited to 3 sessions during the hospice benefit period)	No Charge (Deductible Waived)
Infertility: Diagnosis Only - No Treatment	Dependent on Place of Service
Lab, X-Ray, and Other Basic Diagnostic Tests (non-routine) <sup>4</sup> (Office/Freestanding Lab and Radiology)	\$25 Copay or actual allowable amount, whichever is less, per day (Deductible Waived)
Lab, X-Ray, and Other Basic Diagnostic Tests (non-routine) <sup>4</sup> (Outpatient Department of Hospital)	\$50 Copay or actual allowable amount, whichever is less, per day (Deductible Waived)
High Tech Imaging: MRI, MRA, CT Scan, PET Scan	\$500 per day (Deductible Waived)
Professional Interpretation & Reading (Lab, X-Ray, & High Tech)	No Charge
Prothrombin Time Test	\$10 Copay (Deductible Waived)
Sleep Study	20%
Inpatient Hospital/Facility Services (Copays are waived if you are re-admitted discharge or transferred to a rehab or skilled nursing facility within 15 days of di	
Medical/Surgical Acute Care, and Maternity-Related Room and Board, Covered Ancillaries, Related Professional charges <sup>5</sup> Skilled Nursing Facility (max. 60 days / calendar year) <sup>5</sup> Inpatient Physical Rehabilitation <sup>5</sup>	\$500 Facility Copay per admission plus 20%
Observation Stay including Related Professional charges	\$100 Facility Copay plus 20%
Maternity Services Physician/Midwife Services (delivery, pre- and post-natal care, including lab, diagnostic testing, and pre-natal genetic testing, if medically necessary)	Office Visit Copay/Initial visit
Hospital Admission (including routine newborn nursery charges)	\$500 Copay per pregnancy plus 20%
Extended Stay (Non-routine) Charges for covered Newborn <sup>5</sup>	\$500 Facility Copay/admission plus 20%
Home Birth	20%
Mental Health Services <sup>4,5,9</sup> Office, Home, Outpatient Facility/Physician Inpatient Partial Hospitalization <sup>8</sup> Facility-Based Intensive Outpatient Programs (IOP) <sup>8</sup>	\$25 Copay (Deductible Waived) \$500 Copay plus 20% \$250 Copay plus 20% \$125 Copay plus 20%
Substance Abuse Reabilitation <sup>4,5,9</sup> (Lifetime max of two courses of treatment for all services combined)  Office, Home, Outpatient Facility/Physician (max. 30 days/calendar year)	\$25 Copay (Deductible Waived)

Inpatient (max. 30 days/calendar year)	\$500 Copay plus 20%		
Partial Hospitalization <sup>8</sup> (max. 30 days/calendar year combined with	\$250 Copay plus 20%		
Inpatient) Facility-Based Intensive outpatient programs (IOP) <sup>8</sup>	\$125 Copay plus 20%		
Outpatient Hospital/Facility/Ambulatory Surgery Facility <sup>4</sup> (including Related Professional Charges)	\$150 Copay plus 20%		
Residential Treatment Center (RTC): (for adults age 18 & older only) LIMIT: 60-days/calendar year and 30 days per admit.	\$250 Copay plus 20%		
Short-Term Rehabilitation, Outpatient and Office: Occupational Physical, and Speech Therapy Services (Member pays \$25 each visit up to a maximum of \$250 per calendar year, thereafter plan pays 100% once met for the remaining calendar year.)	\$25 Copay (Deductible Waived) up to \$250; thereafter No Charge for the remaining calendar year		
Smoking/Tobacco Use Cessation (includes medication, hypnotherapy, acupuncture, related tests, and any counseling programs not eligible under Preventive)	No Charge (For Prescription Drugs, See your Express Scripts Plan for details.)		
Supplies, Durable Medical Equipment, Prosthetics, and Functional Orthotics <sup>4,6</sup>	20%		
Insulin Pump Supplies (insertion sets, reservoirs)	No Charge (Deductible Waived)		
Therapy: Chemotherapy and Radiation Therapy	No Charge (Deductible Waived)		
Therapy, Dialysis <sup>4</sup>	20%		
Transplant Services <sup>4,5</sup>	Applicable Copays based on Place and		
Maximums apply to donor charges and travel and lodging. Must be received at a facility that contracts with NMHC.	Type of Service		
Urgent Care (includes all services and supplies such as xray, labs, and physician fees)	\$45 Copay (Deductible Waived)		
Prescriptions Drugs, Insulin, Diabetic Supplies, Nutritional Products, Smoking/Tobacco Cessation Products: Administered by Express Scripts. Call Express Scripts Customer Service Center: 1-800-498-4904.			

#### Footnotes:

- 1. All services are subject to deductible unless otherwise indicated in the Summary of Benefits (i.e., "deductible waived"). When applicable, the deductible must be met before benefit payments are made (excluding routine services, hearing aids for children under age 21 and drugs and items covered under the drug plan).
- 2. After a member reaches the applicable out-of-pocket limit, the Plan pays 100 percent of his/her covered charges for the rest of the calendar year.
- 3. Initial treatment of a medical emergency is paid at the Preferred provider benefit level. Follow-up treatment from a non-preferred provider and treatment that is not for an emergency is paid at the Non-Preferred Provider level. Nonemergency air ambulance services are covered only when it is medically necessary to transfer the patient from one facility to another.
- 4. Certain services are not covered if preauthorization is not obtained from NMHC. See the "What is Covered by the Plan" section for services that require preauthorization. Some services may require a written request for preauthorization in order to be covered.
- Preauthorization is required for inpatient admissions. Some services, such as transplants and physical rehabilitation require
  additional authorization. If you do not receive authorization for these individually identified procedures, benefits for any related
  admissions will be denied.
- 6. Rental benefits for medical equipment and other items will not exceed purchase price of a new unit.
- Services administered by a licensed medical doctor (MD), doctor of osteopathy (DO), physical therapist (RPT or LPT), doctor of
  oriental medicine (DOM), doctor of chiropractic (DC), and licensed massage therapist (LMT) are covered. Rolfing must be provided
  by a certified Rolfer. Naprapathy must be provided by a certified provider.
- 8. The partial hospitalization and facility-based intensive outpatient program (IOP) copayments are waived if the patient is admitted directly into either program from an inpatient facility or residential treatment center, or if the patient is admitted into a partial hospitalization program directly from an inpatient facility or residential treatment center.
- This plan opted out of compliance with Mental Health Parity Addictions Equity Act.



# PROGRAM GULY 2016





# NMPSIA CUSTOMER SERVICE TELEPHONE NUMBERS & WEBSITES

ELIGIBILITY/ENROLLMENT PREMIUM BILLING/COBRA

Erisa Administrative Services, Inc.

**TOLL FREE** 

WEBSITE

1-800-233-3164

nmpsiaonline.nmpsia.com

(click on "Contact Us")

View your enrollment information by logging in to https://nmpsiaonline.nmpsia.com

MEDICAL

**TOLL FREE** 

WEBSITE

BlueCross and BlueShield of New Mexico

1-888-966-7742

bcbsnm.com

Video Visits: mdlive.com/NMPSIA (or visit bcbsnm.com; log in as a member to locate the link)

Presbyterian

1-888-275-7737

phs.org

Video Visits: visit phs.org and click on "Login to MyPres" to locate link

**PRESCRIPTION DRUGS** 

**Express Scripts** 

1-800-498-4904

express-scripts.com

DENTAL

United Concordia

1-888-898-0370

unitedconcordia.com

VISION

**Davis Vision** 

1-800-999-5431

davisvision.com

LONG-TERM DISABILITY CLAIMS

The Standard

1-888-609-9763

standard.com

LIFE CLAIMS

The Standard

1-888-609-9763

standard.com

### NMPSIA ADMINISTRATIVE OFFICE

Customer Service for Administrative Matters/Claim Issues/Appeals
410 Old Taos Highway . Santa Fe, NM 87501
1-800-548-3724 . 505-988-2736 . 505-983-8670 fax . **nmpsia.com** 



## Greetings from the Executive Director

This is our program guide to your employee benefits offered through the New Mexico Public Schools Insurance Authority (NMPSIA). NMPSIA was created by the Legislature in 1986 to purchase insurance benefits for all New Mexico public school districts (except for Albuquerque Public Schools). Other educational entities and charter schools participate in the NMPSIA program as well.

As a participant in NMPSIA, you may be entitled to FREE Basic Life Insurance if you work at least 15 hours per week. Your employer covers the full cost of this important benefit. In most districts, you may buy additional life insurance at your own cost.

You and your employer share the cost for the medical, dental, vision, and disability plans. Your payroll deduction represents only about one-third of the total cost to fund the plans.

Our High Option Medical Plan currently has a calendar year deductible which must be met before certain services will be covered. Other services are covered at an 80% coinsurance, which means the plan will cover 80% of allowable expenses and you will be responsible for 20% of the cost. Some services have a copayment with the deductible waived. We continue to cover annual, in-network routine/preventive services at 100%.

Due to increased claims costs and the state's economy, there will be some necessary plan changes effective January 1, 2017. There will also be a third medical plan offered. You will find those changes listed at nmpsia.com later this fall when we prepare materials for the fall open/switch enrollment.

The medical plans have an out-of-pocket limit, which is the cap on the total expenses you pay in copays, deductibles, and coinsurance. It is important to know that these plans, while requiring more member cost-sharing, still provide you with invaluable protection from catastrophic medical expenses.

Please don't miss the opportunity to enroll for insurance. If you delay enrolling within 31 days of becoming eligible, you may not have the chance to apply to enroll for medical, dental or vision coverage until the established open enrollment period in the fall. Further, if you do not enroll timely for additional life coverage or long term disability coverage, you will have to apply through evidence of insurability.

We are happy to announce that we are offering wellness benefits and video visits under both medical plans listed in this Program Guide. We encourage you to make every effort to take advantage of the wellness programs in order to stay as healthy as possible in order to keep your claim costs down.

Have a great school year!

Sammy J. Quintana, Esq.

**Executive Director** 



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# **Employer Plan Matrix**

EMPLOYER	Basic Life	Medical Plan Choices	Dental	Vision	Disability Plan	Add. Life
Academy for Technology and the Classics	\$10,000	BCBS, Presbyterian	YES	YES	30 days	YES
Academy of Trades and Technology	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
ACE Leadership High School	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
AFT New Mexico	\$10,000	BCBS, Presbyterian	YES	YES	30 days	n/a
Alamogordo Public Schools	\$25,000	BCBS, Presbyterian	YES	YES	90 days	YES
Albuquerque Charter Academy	\$10,000	BCBS, Presbyterian	YES	YES	30 days	YES
Albuquerque Institute of Math & Science	\$50,000	BCBS, Presbyterian	YES	YES	90 days	YES
Albuquerque School of Excellence	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Albuquerque Sign Language Academy	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Aldo Leopold Charter School	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Alice King Community School	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Alma D Arte Charter High School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Amy Biehl Charter High School	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Anansi Charter School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Animas Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Anthony Charter School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Artesia Public Schools	\$25,000	BCBS, Presbyterian	YES	n/a	n/a	YES
Association of Charter Schools Educational Services	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Aztec Municipal Schools	\$25,000	BCBS, Presbyterian	YES	YES	90 days	YES
Belen Consolidated Schools	\$50,000	BCBS, Presbyterian	YES	YES	n/a	YES
Bernalillo Public Schools	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Bloomfield Municipal Schools	\$25,000	BCBS, Presbyterian	YES	YES	n/a	YES
Capitan Municipal Schools	\$10,000	BCBS, Presbyterian	YES	YES	n/a	YES
Carinos de los Ninos	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Carlsbad Municipal Schools	\$50,000	BCBS, Presbyterian	n/a	n/a	30 days	YES
Carrizozo Municipal Schools	\$10,000	BCBS, Presbyterian	YES	YES	n/a	YES
Central Consolidated Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Central New Mexico Community College	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Cesar Chavez Community School	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Chama Valley Independent Schools	\$50,000	BCBS, Presbyterian	YES	YES	90 days	YES
Christine Duncan Community School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Cien Aguas International School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Cimarron Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Clayton Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Cloudcroft Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	n/a	YES
Clovis Municipal Schools	\$50,000	BCBS, Presbyterian	n/a	n/a	30 days	YES
Cobre Consolidated Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES

# **Employer Plan Matrix**

EMPLOYER	Basic Life	Medical Plan Choices	Dental	Vision	Disability Plan	Add Life
Cooperative Educational Services (CES)	\$50,000	BCBS, Presbyterian	YES	YES	n/a	YES
Coral Community Charter School	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Corona Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	60 days	n/a
Corrales International School	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Cottonwood Classical Preparatory School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Cottonwood Valley Charter School	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Cuba Independent Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Deming Public Schools	\$50,000	BCBS, Presbyterian	YES	n/a	60 days	YES
Deming Public Schools	\$25,000	BCBS, Presbyterian	YES	n/a	60 days	YES
Des Moines Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	n/a	YES
Dexter Consolidated Schools	\$25,000	BCBS, Presbyterian	YES	YES	n/a	YES
Digital Arts and Technology Academy (DATA)	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Dora Consolidated Schools	\$25,000	BCBS, Presbyterian	YES	YES	n/a	YES
Dream Dine' Charter School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Dulce Independent Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Dzit Dil Lool School of Empowerment, Action, and Perseverance (DEAP)	\$50,000	BCBS, Presbyterian	YES	YES	90 days	YES
East Mountain High School	\$10,000	BCBS, Presbyterian	YES	YES	n/a	YES
Eastern New Mexico University	\$25,000	BCBS, Presbyterian	YES	n/a	60 days	YES
El Camino Real Academy	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Elida Municipal Schools	\$25,000	BCBS, Presbyterian	n/a	n/a	n/a	YES
Espanola Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Estancia Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	n/a	YES
Estancia Valley Classical Academy	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Eunice Municipal Schools	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Explore Academy	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Farmington Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	n/a	n/a
Floyd Municipal Schools	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Fort Sumner Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Gadsden Independent Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Gallup-McKinley County Public Schools	\$25,000	BCBS, Presbyterian	YES	YES	n/a	YES
Gilbert L. Sena Charter High School	\$50,000	BCBS, Presbyterian	YES	YES	90 days	YES
Gordon Bernell Charter School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Grady Municipal Schools	\$25,000	BCBS, Presbyterian	YES	YES	60 days	YES
Grants/Cibola County Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Hagerman Municipal Schools	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Hatch Valley Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YE
Health Leadership High School	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES

EMPLOYER	Basic Life	Medical Plan Choices	Dental	Vision	Disability Plan	Add. Life
Health Sciences Academy	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Hobbs Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	n/a	YES
Hondo Valley Public Schools	\$10,000	BCBS, Presbyterian	YES	YES	n/a	YES
Horizon Academy West Charter School	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
House Municipal Schools	\$25,000	BCBS, Presbyterian	YES	YES	n/a	YES
J Paul Taylor Academy	\$50,000	BCBS, Presbyterian	n/a	YES	30 days	YES
Jal Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Jefferson Montessori Academy	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Jemez Mountain Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Jemez Valley Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
La Academia de Esperanza Charter School	\$25,000	BCBS, Presbyterian	YES	YES	60 days	YES
La Academia Dolores Huerta	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
La Promesa Early Learning Center	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
La Resolana Leadership Academy	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
La Tierra Montessori School of the Arts & Science	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Lake Arthur Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Las Cruces Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Las Montanas Charter School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Las Vegas City Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Lea Regional Educational Coop # 7	\$50,000	BCBS, Presbyterian	YES	YES	n/a	YES
Lindrith Area Heritage Charter	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Logan Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Lordsburg Municipal Schools	\$25,000	BCBS, Presbyterian	YES	YES	n/a	YES
Los Alamos Public Schools	\$10,000	BCBS, Presbyterian	YES	YES	90 days	YES
Los Alamos Schools Credit Union	\$10,000	BCBS, Presbyterian	YES	YES	n/a	YES
Los Lunas Public Schools	\$25,000	BCBS, Presbyterian	YES	n/a	30 days	YES
Los Puentes Charter School	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Loving Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Lovington Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Luna Community College	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Magdalena Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	90 days	YES
Maxwell Municipal Schools	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
McCurdy Charter School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Media Arts Collaborative Charter School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Melrose Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	n/a	YES
Mesa Vista Consolidated Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Mesalands Community College	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES

EMPLOYER	Basic Life	Medical Plan Choices	Dental	Vision	Disability Plan	Add. Life
Middle College High School	\$25,000	BCBS, Presbyterian	YES	YES	n/a	YES
Mission Achievement & Success Charter School	\$25,000	BCBS, Presbyterian	YES	YES	60 days	YES
Monte del Sol Charter School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Montessori of the Rio Grande	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Mora Independent Schools	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Moreno Valley Charter School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Moriarty-Edgewood School District	\$25,000	BCBS, Presbyterian	YES	YES	60 days	YES
Mosaic Academy	\$25,000	BCBS, Presbyterian	YES	YES	90 days	YES
Mosquero Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Mountain Mahogany Community School	\$50,000	BCBS, Presbyterian	YES	YES	90 days	YES
Mountainair Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	n/a	YES
Native American Community Academy	\$10,000	BCBS, Presbyterian	YES	YES	30 days	YES
NEA	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
NM Activities Association	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
NM Association of School Business Officials (NMASBO)	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
NM Coalition for Charter Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
NM Coalition of Educational Leaders	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
NM Connections Academy	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
NM Junior College	\$50,000	BCBS, Presbyterian	YES	YES	90 days	YES
NM School Board Association	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
NM School for the Arts	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
NM School for the Deaf	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
NM Virtual Academy	\$50,000	BCBS, Presbyterian	YES	YES	90 days	YES
NMPSIA	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
North Valley Academy	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Northern NM College	\$50,000	BCBS, Presbyterian	YES	YES	n/a	YES
Nuestros Valores Charter School	\$50,000	BCBS, Presbyterian	YES	YES	90 days	YES
Pecos Connections Academy	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Pecos Independent Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Pecos Valley Rec #8	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Penasco Independent Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Pojoaque Valley Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Portales Municipal Schools	\$25,000	BCBS, Presbyterian	YES	YES	n/a	YES
Public Academy for Performing Arts	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Quay Schools Federal Credit Union	\$25,000	BCBS, Presbyterian	YES	YES	n/a	YES
Quemado Independent Schools	\$25,000	BCBS, Presbyterian	YES	YES	n/a	YES
Questa Independent Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES

EMPLOYER	Basic Life	Medical Plan Choices	Dental	Vision	Disability Plan	Add
Raton Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	n/a	YES
REC #2	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Red River Valley Charter School	\$50,000	BCBS, Presbyterian	YES	YES	n/a	n/a
Regional Educational Center #6	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Reserve Independent Schools	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Rio Gallinas for Ecology and the Arts	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Rio Rancho Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Robert F. Kennedy Charter School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Roots and Wings Community School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Roswell Independent Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Roy Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Ruidoso Municipal Schools	\$10,000	BCBS, Presbyterian	YES	YES	n/a	YES
Sage Montessori Charter School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
San Diego Riverside Charter School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
San Jon Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Sandoval Academy of Bilingual Education (SABE)	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Santa Fe Community College	\$50,000	BCBS, Presbyterian	YES	YES	90 days	YES
Santa Fe Public Schools	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Santa Rosa Consolidated Schools	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
School of Dreams Academy	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Sidney Gutierrez Middle School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Siembra Leadership High School	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Silver City Consolidated Schools	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Six Directions Indigenous School	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Socorro Consolidated Schools	\$25,000	BCBS, Presbyterian	YES	YES	n/a	YES
South Valley Academy	\$50,000	BCBS, Presbyterian	YES	YES	n/a	n/a
South Valley Preparatory School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Southwest Aeronautics, Mathematics & Science Academy	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Southwest Intermediate Learning Center	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Southwest Primary Learning Center	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Southwest Secondary Learning Center	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Springer Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Taos Academy Charter School	\$25,000	BCBS, Presbyterian	YES	YES	60 days	YES
Taos Charter School	\$10,000	BCBS, Presbyterian	YES	YES	n/a	n/a
Taos Integrated School of the Arts	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Taos International School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Taos Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES

EMPLOYER	Basic Life	Medical Plan Choices	Dental	Vision	Disability Plan	Add. Life
Tatum Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Technology Leadership High School	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Texico Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	n/a	YES
The Albuquerque Talent Development SCS	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
The Ask Academy	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
The Great Academy	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
The International School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
The Masters Program	\$25,000	BCBS, Presbyterian	YES	YES	n/a	YES
The Montessori Elementary School	\$10,000	BCBS, Presbyterian	YES	YES	n/a	YES
The New America School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
The New America School - Las Cruces	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
The New Mexico International School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Tierra Adentro of New Mexico	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Tierra Encantada Charter High School	\$50,000	BCBS, Presbyterian	YES	YES	90 days	YES
Truth or Consequences Municipal Schools	\$25,000	BCBS, Presbyterian	YES	YES	n/a	YES
Tucumcari Public Schools	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Tularosa Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Turquoise Trail Charter School	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Twenty First Century Public Academy	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Uplift Community School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Vaughn Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Vista Grande High School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Wagon Mound Public Schools	\$25,000	BCBS, Presbyterian	YES	YES	n/a	YES
Walatowa Charter High School	\$50,000	BCBS, Presbyterian	YES	YES	90 days	YES
West Las Vegas Public Schools	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Western NM University	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
William W. and Josephine Dorn Charter School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Zuni Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	90 days	YES

Active Board Member Options: Subject to health plans offered by the school district. Additional Life amount is equal to the Basic Life amount available to the school district. Basic Life and Disability coverage not available.



#### **ELIGIBLE EMPLOYEE**

You are eligible to participate in the New Mexico Public Schools Insurance Authority (NMPSIA) Employees Benefits Program if you are actively at work and work the minimum qualifying number of hours established by your employer. (In most cases, employees qualify for basic life insurance coverage because they work 15 hours or more per week. In most cases, employees qualify for all other lines of coverage because they work a minimum of 20 or more hours per week. If you work fewer than 20 hours per week but at least 15 hours per week, you may also be eligible to participate if your employer has passed a part-time employee resolution which has been approved by the NMPSIA Board of Directors).

If you are eligible, you may participate only in the lines of NMPSIA employee benefits coverage offered by your employer. Independent contractors (with the exception of one-bus owner operators) and fleet bus drivers are not eligible to participate in the NMPSIA Employee Benefits Program.

Your employer determines the rate of basic life insurance coverage (\$10,000, \$25,000, or \$50,000) for its eligible employees. If you are eligible for this basic life insurance coverage, it will be provided to you by your employer at no charge. This coverage goes into effect on the first day of the month following your hire date provided you are actively at work on the day your basic life coverage is scheduled to go into effect.

You have 31 days from your date of hire to apply for all other lines of coverage. We will consider that you have applied when you complete, sign, and turn in your application to your employer's benefits office, or when you or your employer enter your enrollment on the NMPSIA online benefit system at https://nmpsiaonline.nmpsia.com. NMPSIA does not accept retroactive effective dates, so please apply for coverage prior to the effective date being requested.

In most cases, all other lines of NMPSIA coverage will become effective on the first day of the month following the day you apply provided you are actively at work on your effective date of coverage (and your premium is withheld and/or adjusted from your payroll check). Your effective date of coverage is determined by your employer based on your payroll deductions, but this coverage can never go into effect retroactively and never any sooner than the first day of the month FOLLOWING your first day actively at work. (For example, if your date of hire is August 2, September 1 is the soonest your coverage can go into effect.)

**NOTE:** If you are a variable hour or seasonal employee (or a substitute), your employer determines if you are eligible for medical coverage under the Affordable Care Act guidelines. (This classification of employees is only eligible for medical coverage).

#### **BOARD MEMBER**

Actively serving (publicly elected) board members of participating school districts or colleges/universities are eligible to enroll to the NMPSIA benefit plans (except for basic life and long term disability coverage) offered to the employees at the entity they represent. Board members have 31 days from being sworn into office to apply for benefits. The additional life insurance amount available is equal to the basic life insurance amount offered to the employees at the entity. Charter school board members are not eligible to enroll for NMPSIA Benefits.

#### ELIGIBLE DEPENDENTS

You may apply to enroll your eligible dependents (spouse and children) to your NMPSIA Group coverage if your dependents meet NMPSIA's eligibility requirements. You will be required to present the original supportive documentation to your employer's benefits office to prove that your dependents meet NMPSIA's eligibility requirements. A copy of the appropriate supportive documentation must accompany your application or change card (or be presented to your employer, or uploaded, prior to your coverage going into effect); otherwise your dependents will experience a delayed effective date of coverage.

As a new hire, you are granted 61 days from the day your coverage goes into effect to provide the appropriate supportive documentation proving that your dependents are eligible for NMPSIA coverage. In cases of changes in status, you are granted 61 days from the qualifying event to provide the appropriate supportive documentation. In either case, coverage for your dependents will go into effect the first day of the month following the day you turn in the appropriate supportive documentation to your employer's benefits office, or uploaded, (provided you applied timely and meet the 61-day timeline for supportive documentation). The effective date of coverage for your dependents will not be made retroactive to your effective date of coverage, except for newborns and adopted children who are enrolled timely. See details



NEWBORN	CHILDREN PLACED FOR ADOPTION OR ADOPTED
You are granted 61 days from the first of the month following your newborn's birth to provide appropriate supportive documentation to your employer's benefits office.	You are granted 61 days from the first of the month following your child's date of placement for adoption or adoption ( <i>whichever comes first</i> ) to provide appropriate supportive documentation to your employer's benefits office.
Coverage for a newborn begins on the newborn's date of birth, provided that you are enrolled in NMPSIA family medical coverage. Any claims associated with your newborn, cannot be processed until you apply to enroll your newborn.	Coverage for an adopted child begins on date of placement or adoption (whichever comes first) provided that you are enrolled in NMPSIA family medical coverage. Any claims associated with your adopted child, or child placed for adoption cannot be processed until you apply to enroll your child.
If you are not enrolled in NMPSIA family medical coverage, your newborn will not be automatically covered from date of birth. You must apply to enroll your newborn within 31 days from the newborn's date of birth. If you miss this 31-day enrollment period, your newborn will not be eligible for coverage until January 1.	If you are not enrolled in NMPSIA family medical coverage, your adopted child or child placed for adoption will not be automatically covered from date of adoption or placement. You must apply to enroll your child within 31 days from date of placement or adoption (whichever comes first) in order for your child's coverage to be effective from date of placement or adoption. If you miss this 31-day enrollment period, your child will not be eligible for coverage until January 1.

The following is a list of dependents that are eligible to participate in your NMPSIA Group coverage. This list also specifies the supportive documentation required to prove your dependent's eligibility:

ELIGIBLE DEPENDENT	SUPPORTIVE DOCUMENTATION REQUIRED
• Legal Spouse	Original official state publicly filed marriage certificate from the County Clerk's Office or from the Bureau of Vital Statistics (chapel certificate is also acceptable)
Domestic Partner     (Only if Employer has elected this option)	Notarized affidavit of domestic partnership
Child under the age of 26 as follows:	
o Natural Child or Stepchildren	Original official state publicly filed birth certificate from the Bureau of Vital Statistics (hospital birth registration form is also acceptable)
<ul> <li>Legally adopted child or a child for whom the eligible employee is the legal guardian and who is primarily dependent on the eligible employee for maintenance and support</li> </ul>	Evidence of placement by a state licensed agency governmental agency or a court order/decree (notarized statement and power of attorney are not acceptable)
o Child for whom you have legal guardianship	Legal Guardianship Document (notarized statement and power of attorney documents are not acceptable)



ELIGIBLE DEPENDENT	SUPPORTIVE DOCUMENTATION REQUIRED
o Foster child living in the same household as a result of placement by a state licensed placement agency, provided that the foster home is appropriately licensed	Placement order AND foster home license
<ul> <li>Dependent child with qualified medical child support order</li> </ul>	Medical Child Support Order
Child enrolled in the NMPSIA Group Plan who reaches age 26 while covered under the NMPSIA Group Plan, who is wholly dependent on the eligible employee for maintenance and support, who is incapable of self-sustaining employment because of mental or physical impairment	Evidence of incapacity and dependency in the form of a physician statement indicating diagnosis and prognosis and application must be provided 31 days before the child reaches age 26 or within 31-days from the date the child becomes incapacitated while covered under the NMPSIA Group Plan (final determination is made by the insurance carrier).

#### INELIGIBLE DEPENDENTS

The following ARE NOT ELIGIBLE for NMPSIA Group Coverage:

- Ex-spouses (even if stipulated in a final divorce decree)
- · Common law relationships of the same or opposite sex which are not recognized by New Mexico Law unless domestic partner benefits are offered by your employer
- · Dependents while in active military service
- Children left in the care of an eligible employee without evidence of legal guardianship
- Parents, aunts, uncles, brothers, sisters, or any other person not defined as eligible dependent under NMPSIA Rules
- Domestic partners unless your employer has elected this option

#### **ENROLLMENT REQUIREMENTS**

You are required to provide Social Security numbers for you and your dependents to enroll in the NMPSIA Group Plan. If you are in the process of applying for a social security number, you may turn in this proof to your employer's benefits office.

You may choose to apply to enroll in single coverage. If you choose to apply to enroll one eligible dependent, you must enroll ALL eligible dependents unless one of the following applies:

- 1) the eligible dependent for which you are requesting to exclude from a particular line of NMPSIA coverage is covered for that particular line of coverage under another plan (individual, group, Medicaid, Medicare, VA, Indian Health Services, etc.):
- 2) your enrollment is due to a special event defined under the Special Enrollments Provision; or
- a divorce decree states that the ex-spouse is to provide a particular coverage for your dependent child.

Supportive documentation in the form of a letter from the other plan or employer verifying other coverage is required when #1 applies. (A current insurance identification card is an acceptable form of supportive documentation if it lists the dependent's name and the type of his or her coverage.)

Supportive documentation as determined by NMPSIA is required when #2 or #3 apply (i.e., evidence of involuntary loss of coverage that specifies who lost what coverage, on what date and why the coverage was lost; original official state publicly filed birth certificate or marriage certificate; divorce decree; etc.).



## DEADLINES FOR EMPLOYEE AND DEPENDENT ENROLLMENT

You may apply to enroll yourself and your eligible dependents for NMPSIA employee benefits within 31 days from your date of hire (first day you report to work) or within 31 days from a qualifying event that changes your status. If you are an actively serving board member, you must apply to enroll within 31 days from the date you are sworn into office.

If you miss the 31-day enrollment period or decline coverage, the following will apply:

- Medical/Prescription Coverage You may apply during the established open enrollment period in the fall, and your coverage will go into effect January 1 (coverage may begin sooner if you have a qualifying or special event occur and you apply within 31 days from the event). Exception: You have 60 days from the date of involuntary loss of Medicaid coverage or the Children's Health Insurance Program (CHIP) coverage to apply.
- Dental Coverage You may apply during the established open enrollment period in the fall, and your coverage will go into effect January 1 (coverage may begin sooner if you have a qualifying event occur and you apply within 31 days from the event).
- Vision Coverage You may apply during the established open enrollment period in the fall, and your coverage will go into effect January 1 (coverage may begin sooner if you have a qualifying event occur and you apply within 31 days from the event).
- Long Term Disability Coverage (LTD) and/or Additional Life Coverage (LTD) There is no open enrollment for these coverages. You may apply for ADL and LTD coverage (or increase your ADL coverage) through the evidence of insurability process (children are exempt from going through evidence of insurability). The Life and LTD Insurance Carrier will review your health statement and may request medical records in order to make a final decision on your application.

Evidence of insurability does not apply if you are promoted to a new job classification with a salary increase or if your part-time employment status changes to full-time with a salary increase provided you apply within 31 days from this qualifying event. If you are enrolled for ADL and your spouse involuntarily loses other life insurance coverage, you may apply for spouse ADL within 31 days from this qualifying event (provided you provide proof of the involuntary loss timely).

#### **CHANGE OF STATUS**

If you (or in some cases, your dependents) have a change of status due to the following qualifying events, you must report this change in status by completing, signing, and turning a change card to your employer's benefits office within 31-days from the qualifying event (or when you and your employer enter your enrollment on the NMPSIA online benefit system at https://nmpsiaonline.nmpsia.com):

#### **Qualifying Events:**

- Birth
- Marriage
- Adoption of a child or child placement order in anticipation of adoption
- · Incapacity of a child covered under the NMPSIA Group Plan
- · Legal guardianship of a child
- · Promotion to a new job classification with a salary increase, or employment status change from a part-time position to a full-time position with a salary increase (provided you are fulfilling the actively-at-work requirement)
- Divorce or Annulment (not a legal separation)
  - o You cannot cancel a spouse when a divorce is in progress.
  - o You are required to cancel an ex-spouse effective on the last day of the month your divorce becomes final (you will be required to provide certain pages of your final divorce decree or proof the divorce became final).
  - o If you lose other health insurance coverage as a result of divorce, you may apply to enroll in the coverage(s) lost by providing the appropriate supportive documentation listed under the next bullet point.



- Involuntary loss of group or individual coverage through no fault of the person having the group or individual insurance coverage (This may include an involuntary loss of medical insurance, dental insurance, vision insurance, exhaustion of COBRA, etc. IMPORTANT: You will be required to provide your employer's benefits office with a loss of coverage letter specifying who lost coverage, what type of coverage was lost, what day coverage was lost, and why coverage was lost. If the letter does not address each of these factors, we cannot determine the loss of coverage to be an involuntary loss of coverage and your enrollment may not be accepted.)
- · Loss of employment (including retirement)
- Establishment of termination through affidavit terminating domestic partnership
- Establishment of an affidavit of domestic partnership (If this option is available through your employer and provided all requirements listed in the affidavit apply.)
- Death

## Special Enrollment Events for Medical Coverage Only:

Special enrollment events mandated by state and federal laws permit you to apply to enroll in medical coverage within 31 days from the occurrence of a special event.

If you meet eligibility requirements for medical coverage and are not enrolled in the NMPSIA Medical Plan, you may enroll yourself only, or yourself and one or more eligible dependents for NMPSIA medical coverage within 31 days from the occurrence of the following special events:

- You suffer an involuntary loss of coverage because coverage of your spouse (or domestic partner if your employer allows domestic partner enrollment) or child under another plan is terminated as a result of divorce, death, termination of employment, reduction in hours, legal separation, or termination of employer contributions
- You get married or you establish domestic partnership by affidavit (if your employer participates in offering domestic partnership coverage)
- A child is born to you or your spouse
- You adopt a child or a child is placed for adoption in your family
- You or any eligible dependent suffer an involuntary loss of Medicaid or CHIP coverage (you have 60 days from date of this type of loss to apply; and proof is required)

To report your change of status due to a qualifying event or a special enrollment event you are required to complete, sign and turn in a change card and supportive documentation, or you and your employer may enter your change and upload the supportive documentation on the NMPSIA online enrollment system at https://nmpsiaonline.nmpsia.com within 31 days from the date of your qualifying or special event. If you do not meet this 31 day deadline, you may apply for coverage during the established open enrollment in the fall with an effective date of January 1.

Further, if you do not report a change of status that causes your spouse or child to become ineligible either within 60 days from the qualifying event or within 60 days from the day coverage would end; your spouse or child will not be eligible for COBRA continuation coverage under the NMPSIA Group Plan. When a spouse or child becomes ineligible, coverage under NMPSIA Group Plan ends for him/her on the last day of the month for which he/she becomes ineligible. (Even though you have 60 days to report this change as it pertains to COBRA continuation coverage, NMPSIA Rules require that you report this change of status within 31-days from the qualifying event. This alerts NMPSIA to notify the carriers about your spouse's ineligibility to avoid unnecessary claim payments. This also allows your employer to make the necessary premium adjustments, if any, to your payroll check.) NMPSIA will retract or collect claim overpayments from you (the employee) when you are late in reporting an ineligible spouse or ineligible dependent.

**Example #1:** You divorce (or terminate your domestic partnership) on July 12th; this causes your ex-spouse (or ex-domestic partner) to become ineligible effective July 31st. You should immediately visit your employee benefits office to drop your ex-spouse (or ex-domestic partner) and any enrolled step-children (or your domestic partner's children), if applicable, from the NMPSIA Group Plan. Provide your employee benefits office with a copy of your divorce decree (or termination of domestic partner affidavit) and a "signed" record change card. Your ex-spouse (or ex-domestic partner) may apply for COBRA continuation coverage provided that you report this change of status within the timeframe



listed above. (**REMINDER**: Review your beneficiary designation and make any changes you wish. Life insurance proceeds may not be payable to an ex-spouse unless the ex-spouse is re-designated as beneficiary after the divorce becomes final.)

When you are electing NMPSIA Group coverage, you will be required to complete, sign, and turn in the appropriate application, or you and your employer may enter your enrollment and upload the supportive documentation on the NMPSIA online benefit system at <a href="https://nmpsiaonline.nmpsia.com">https://nmpsiaonline.nmpsia.com</a>. In the event of a dependent enrollment, your employer's benefits office is required to view the supportive documentation you have presented. Without the appropriate supportive documentation, your dependent's effective date of coverage will be delayed. If supportive documentation is not provided by the established deadline (61 days from your effective date or 61 days from the qualifying event), your dependent will not be eligible for coverage until January 1.

#### **ADDRESS AND PHONE NUMBER CHANGES**

In order for each insurance carrier affiliated with your NMPSIA coverage to process your address and/or phone number changes, you must report address and phone number changes directly to your employer's benefits office on the appropriate form, or you may enter these changes online at <a href="https://nmpsia.com">https://nmpsia.com</a>.

#### **BENEFICIARY CHANGES**

You may change your beneficiary (as often as you wish) for your basic life insurance coverage and your additional life insurance coverage. Contact your employer's benefits office for a "Beneficiary Designation Form". Once you complete, sign, and turn in this form to your employer's benefits office, the form will be forwarded to the NMPSIA Eligibility Administrative Office. When a life claim is filed, the life insurance carrier verifies the latest beneficiary information in your membership file. (Be sure to designate a beneficiary for your basic life insurance coverage even if you decline or are not eligible to participate in the additional life coverage.) Visit <a href="https://go.standard.com/eforms/17041.pdf">https://go.standard.com/eforms/17041.pdf</a> to view frequently asked questions about naming a beneficiary.

#### **TERMINATION OF COVERAGE EFFECTIVE DATES**

Coverage terminates for NMPSIA Group participation as follows:

- Employees Coverage terminates at the end of the period for which deductions are made from your payroll check.
   This termination date is determined by your employer.
- Actively Serving Board Members Coverage terminates on the last day of the month in which the board member's term expires.
- Dependents (spouse/domestic partner and dependent child) Coverage terminates on the last day of the month in which the eligible dependent becomes ineligible (i.e., coverage for an ex-spouse and step-children or the ex-domestic partner's children terminates on the last day of the month in which the divorce becomes final or domestic partnership terminates; coverage for any other dependent child ends on the last day of the month in which the child reaches the limiting age of 26).
- Employees on an extended leave of absence (LOA) Your employer determines when your coverage ends under the active plan. Your employer's policy may allow you to remain on the active plan for up to one year from the date your LOA was approved, so be sure to contact your employer's benefit office one month prior to reaching this 12-month period to discuss your coverage options. ALSO, be sure to contact your employer's benefits office WITHIN 31 DAYS from returning from your LOA to discuss your benefits or premiums that may have been suspended while you were on LOA. (Further, if you are on LOA due to disability, be sure to review information regarding benefits you may be eligible for under your life or disability coverage provided by The Standard.)



#### **GENERAL INFORMATION**

- The Two Year Vision Rule Once enrolled in vision, you may not drop vision until you and each of your covered dependents have been enrolled two years.
- Open Enrollment NMPSIA offers open enrollment each fall for medical, dental, and vision coverage. Once you apply (prior to January 1), the change becomes effective on January 1.
- Switch Enrollment NMPSIA offers switch enrollment each fall for medical coverage and for dental coverage. Once you apply (prior to January 1) to switch plans, the change becomes effective on January 1.
- The No NMPSIA Double Coverage Rule If both of you and your spouse work for a NMPSIA employer, you and your spouse may not enroll each other as a spouse, nor may you both cover your children. If your child is also an employee of a NMPSIA participating entity and enrolled for employee coverage, you may not cover your child as a dependent for the lines of coverage your child is enrolled as an employee. Double coverage outside of the NMPSIA Group Plan is allowed.
- Confirmation of Enrollment
  - o The NMPSIA Eligibility Administrative Office will mail or email you a Confirmation of Enrollment (or a Notice of Incomplete Enrollment if you are missing information or documentation). Review these notices carefully and report any discrepancies to your Employee Benefits office. Failure to act may cause coverage to be postponed or denied.
  - o Check your enrollment online at https://nmpsiaonline.nmpsia.com.

INSURANCE FRAUD (Federal and State Insurance Laws will Apply) — Under NMPSIA Rules and Regulations, anyone who knowingly or willfully makes any false or fraudulent statement or representation shall forfeit all employee and dependent rights to coverage or benefits. In the event of prohibited actions by an official or employee of a participating school district or other educational entity, the employer shall take the appropriate disciplinary action against the offending official or employee. If such appropriate disciplinary action is not so taken, NMPSIA reserves the right to terminate coverage for the participating school district or other education entity.

IF YOU HAVE ANY QUESTIONS ABOUT THE NMPSIA ELIGIBILITY RULES, **CONTACT YOUR EMPLOYER'S BENEFITS OFFICE OR** NMPSIA AT 1-800-548-3724, or you may contact the NMPSIA ELIGIBILITY ADMINISTRATIVE OFFICE at 1-800-233-3164.

The NMPSIA Rule and Regulations at www.nmpsia.com supersede any information contained in this Summary or Frequently Asked Questions Section on page 16. You may also log on to www.nmpsia.com to find the links to contact NMPSIA staff.

## FREQUENTLY ASKED QUESTIONS

- Q. If I decline medical coverage during my 31-day window of opportunity (31 days from date of hire or 31 days from a qualifying event), may I enroll to NMPSIA medical coverage at a later date?
- A. If you do not apply during your 31-day window of opportunity, you may visit your benefits office to apply for medical coverage during the established open enrollment period in the fall. Medical coverage will then go into effect on January 1. (You may have other opportunities to enroll within 31 days from involuntarily losing other medical coverage or within 31 days from the occurrence of a Federal HIPAA special event; or you have 60 days to apply to enroll within 60 days of involuntarily losing Medicaid or CHIP coverage.)
- Q. How often does NMPSIA have an open enrollment for benefits?
- NMPSIA offers open enrollment in the fall for medical, dental, and vision coverage. You may visit your benefits office during the established open enrollment period in the fall to apply. Coverage goes into effect on January 1.

There is no open enrollment for additional life coverage (ADL) or long term disability(LTD) coverage. If you declined these coverages during your 31 day window from your date of hire, you may apply through evidence of insurability with The Standard. This application can be found at nmpsia.com.

However, you can enroll for ADL or LTD without evidence of insurability is when you apply for these coverages within 31 days from going from part-time to full time with a salary increase or within 31 days from being promoted to a new employment position with a salary increase.

Further, if you are enrolled in ADL and your spouse involuntarily loses other life insurance coverage, you may apply to enroll your spouse to spouse ADL coverage within 31 days from this qualifying event. You will be required to provide evidence of involuntary loss of your spouse's life insurance coverage within 61 days.

- Q. If I select a medical plan, will I have the opportunity to switch medical or dental plans at a later date?
- A. Yes, NMPSIA offers switch enrollment for medical and for dental coverage each fall with an effective date of January 1. Visit your benefits office during the established switch enrollment period in the fall to apply to switch plans.
- Q. If I enroll in the NMPSIA Vision Plan, may I drop it at any time?
- A. No. As a safeguard to protect the utilization of the Vision Plan, NMPSIA has a 2-year enrollment requirement under this plan. You and each member of your family have to fulfill the 2-year enrollment requirement before you can drop vision coverage. If you are enrolled in a Section 125 Plan, other rules may apply. Check with your benefits office for clarification.
- Q. How will I know that my application for NMPSIA benefits has been processed and that my enrollment has been accepted?
- Upon receipt of your enrollment application, NMPSIA's Eligibility Administrative Office will mail or email you a Confirmation Notice or a Notice of Incomplete Enrollment. Review these notices carefully and immediately provide your employer's benefits office with any documentation requested to finalize your enrollment. Do this to avoid a delay or denial of coverage for your eligible dependents. You may contact your employer's benefits office for assistance or for clarification. You may also check your enrollment at https://nmpsiaonline. nmpsia.com.
- Q. I am a new hire and am applying for family coverage (employee + spouse + natural child + natural child), but I have not been able to locate my marriage certificate and birth certificate for one of my children. Will you still cover my wife and both children?
- A. We will initially cover you and the one child for whom you have provided a birth certificate. We will cover your spouse and your other child effective on the first day of the month following the date you provide this missing documentation to your employer's benefits office. (We will not cover these dependents retroactive to your initial effective date.) You will have 61 days from your date of hire or qualifying event to provide these missing documents. If you do not meet this deadline, your dependents will be considered late and ineligible for coverage until January 1. You will have an opportunity apply to enroll them during the established open enrollment period in the fall, and their medical, dental, or vision coverage will go into effect January 1.
- Q. Both my husband and I are employed with NMPSIA school districts. He carries family dental and vision coverage. Can I enroll in family dental and vision coverage with my employing school district to double cover my eligible dependents for dental and vision coverage?
- A. No, NMPSIA Rules do not permit double coverage within the NMPSIA Group Plan. You can have double coverage outside of the NMPSIA Group Plan.



## **Basic Term Life Insurance and Accidental** Death and Dismemberment (AD&D)

100% Employer Paid

Insured by Standard Insurance Company

## **Employee Coverage**

You are eligible for coverage if you are an active employee regularly working at least the minimum number of hours per week required by your employer, but not less than 15 hours per week.

Coverage is effective on the first day of the month following the date you become eligible.

The Accelerated Benefit option allows for payment of up to 75% of your insurance (Basic and Additional combined) if you are terminally ill with a life expectancy of 12 months or less. The maximum Accelerated Benefit amount is \$500,000.

The Specified Disease Benefit option allows for payment of up to 25% of your Basic Life insurance if you are diagnosed with certain specified diseases. Specified Disease means you have been diagnosed by a Physician as having one of the following:

- 1. Life Threatening Cancer
- 2. Myocardial Infarction (Heart Attack)
- 3. Coronary Artery Bypass Procedure
- 4. Renal Failure
- 5. Stroke
- 6. Major Organ Transplant
- 7. Acquired Immune Deficiency Syndrome (AIDS)

Payment of Life premium may be waived if you are totally disabled, you are less than 60 years old when the disability begins, and you continue to be totally disabled. Waiver of premium begins when you complete the waiting period.

Coverage will end due to termination of your employment; however, the effective date of termination of coverage will be determined by your employer. You may convert your insurance to an individual life insurance policy with The Standard within 60 days from the date your group coverage terminates.

You may also have the option to continue your group insurance coverage through a portability provision, if you terminate employment for reasons other than disability and are less than age 65. You may port your insurance to an individual life insurance policy with The Standard within 60 days from the date your group coverage terminates. (You may port the maximum of \$300,000 of Basic Life and Additional Life combined.)

AD&D benefits may be paid in addition to Basic Life benefits. In the event of a covered accidental death, your AD&D benefit is equal to your Basic Life amount. Lesser amounts are paid for other specific accidental losses. (See page 19 and your certificate for details.)

AD&D exclusions — No AD&D insurance benefit is payable if the accident or loss is caused or contributed to by war or act of war; suicide or other intentionally self-inflicted injury while sane or insane; committing or attempting to commit an assault or felony; actively participating in a violent disorder or riot; voluntary use or consumption of any poison, chemical compound, alcohol or drug, unless used or consumed according to the directions of a physician; sickness or pregnancy existing at the time of the accident; heart attack or stroke; or medical or surgical treatment for any of the above.

Death benefits will be reduced if an Accelerated Benefit is paid. Receipt of this benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlement. However, if you meet the definition of "terminally ill individual" according to the Internal Revenue Code Section 101, your Accelerated Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit.



## **Additional Term Life Insurance**

100% Employee Paid

Insured by Standard Insurance Company

### **Employee Coverage**

If your employer chooses to offer Additional Life, you are eligible if you are an active employee working at least the minimum number of hours per week required by your employer, but not less than 20 hours per week, or with a NMPSIA Board-approved Annual Part-time Resolution 15 or more hours per week.

Coverage is available in amounts equal to 1, 2 or 3 times your base annual earnings (excludes special increments or pay for extracurricular activities). Annual earnings are rounded to the next higher multiple of \$1,000 if not already a multiple of \$1,000. The maximum amount available is \$600,000. Amounts in excess of \$500,000 will require proof of good health (satisfactory evidence of insurability).

If you apply for coverage within 31 days after your date of eligibility, no proof of good health is required. If you apply for coverage more than 31 days after your date of eligibility, or if you wish to increase your coverage, proof of good health is required.

The Accelerated Benefit option allows for payment of up to 75% of your insurance (Basic and Additional combined) if you are terminally ill with a life expectancy of 12 months or less. The maximum Accelerated Benefit amount is \$500,000. Your death benefit will be reduced by the amount you elect under this provision.

Payment of premium may be waived if you are totally disabled, you are less than 60 years old when the disability begins, and you continued to be totally disabled. Waiver of premium begins when you complete the waiting period.

Coverage will end due to termination of your employment; however, the effective date of termination of coverage will be determined by your employer. You may convert your insurance to an individual life insurance policy with The Standard within 60 days from the date coverage terminates.

You may also have the option to continue your group insurance coverage through a portability provision, if you terminate employment for reasons other than retirement or disability. If coverage ends due to retirement, you may continue up to \$300,000 of Additional Life, on a self-pay basis, up to age 65. (You may port the maximum of \$300,000 of Basic Life and Additional Life combined.)

## **Dependent Term Life Insurance**

100% Employee Paid

Insured by Standard Insurance Company

## **Spouse Coverage**

If your employer chooses to offer Additional Life and you are insured for Additional Life, you may apply for Dependent Life Insurance for your spouse. The Accelerated Benefit described above also is available to your spouse.

Spouse includes a domestic partner, if that option is selected by your employer.

The benefit amount is the lesser of (a) 50% of your Additional Life amount, or (b) 1 times your annual earnings. Annual earnings are rounded to the next higher multiple of \$1,000 if not already a multiple of \$1,000.

Proof of your spouse's good health (satisfactory evidence of insurability) is required if you apply for the benefit more than 31 days after you become eligible for Dependents Life insurance.

Spouse coverage will end upon termination of your Additional Life insurance; however, insurance may be converted to an individual policy with The Standard. In some cases, portable group insurance is also available.



Suicide Exclusion Additional and Dependent Spouse Life Insurance — If death results from suicide or other intentionally self-inflicted Injury, while sane or insane, the amount payable will exclude the amount of Life Insurance which is subject to this suicide exclusion and which has not been continuously in effect for at least 2 years on the date of death. In computing the 2-year period, we will include time insured under the Prior Plan. We will refund all premiums paid for that portion of Life Insurance which is excluded from payment under this suicide exclusion.

### **Child Coverage**

Child Life coverage has one premium rate that covers all eligible children. Your dependent children are eligible if you are insured for Additional Life. Coverage begins at birth and continues to age 26.

Coverage is available for your eligible children in the amount of \$5,000. No evidence of good health is required.

Child coverage will end upon termination of your Additional Life insurance; however, insurance may be converted to an individual policy with The Standard. In some cases, portable group insurance is also available.

See page 47 for premium calculation or go to nmpsia.com and use "Calculate LTD and ADL Monthly Premiums".

## **Basic and Additional Life AD&D**

Insured by Standard Insurance Company

## **Employee Only Coverage**

You are automatically enrolled for this coverage if you are insured for Basic and/or Additional Life. Your coverage amount is equal to your Basic and/or Additional Life coverage amount. When payable, benefits are paid in addition to Basic and/or Additional Life benefits. Coverage will end due to termination of your employment or your retirement. AD&D terminates when Waiver of Premium begins or the date life insurance is continued under Continuation During Total Disability.

Benefits are paid at a percentage of your coverage amount for the specific loss as shown in the chart below. No more than 100% of your coverage amount will be paid for all losses due to the same accident.

Life	100%	Paraplegia	75%
Sight in both eyes	100%	Hemiplegia	50%
Both hands or both feet	100%	One hand or one foot	50%
One hand and one foot	100%	Sight in one eye	50%
One hand or one foot and sight in one eye	100%	Speech	50%
Speech and hearing in both ears	100%	Hearing in both ears	50%
Quadriplegia	100%	Thumb & index finger on the same hand	25%

Seat Belt Benefit: The plan pays the lesser of (1) \$25,000; or (2) the amount of the AD&D insurance benefit payable for loss of your life.

Air Bag Benefit: The plan pays the lesser of (1) \$10,000; or (2) the amount of the AD&D insurance benefit payable for the loss of your life.

#### Additional AD&D Benefits:

- Exposure and Disappearance Benefit
- Coma Benefit
- Occupational Assault Benefit

- Career Adjustment Benefit (for your spouse)
- · Higher Education Benefit (for your children)
- · Child Care Benefit



AD&D exclusions - No AD&D insurance benefit is payable if the accident or loss is caused or contributed to by war or act of war; suicide or other intentionally self-inflicted injury while sane or insane; committing or attempting to commit an assault or felony; actively participating in a violent disorder or riot; voluntary use or consumption of any poison, chemical compound, alcohol or drug, unless used or consumed according to the directions of a physician; sickness or pregnancy existing at the time of the accident; heart attack or stroke; or medical or surgical treatment for any of the above.

## **Additional Benefits - Basic and Additional Life**

Insured by Standard Insurance Company

Repatriation Benefit: For the covered employee only. This benefit pays for expenses incurred to transport the body (if more than 150 miles from the primary residence) to a mortuary near the employee's primary place of residence, not to exceed \$5,000 or 10% of the Life insurance benefit; whichever is less.

Funeral Assignment: This benefit allows the adult beneficiary to assign payment from the Life Insurance proceeds to the funeral home for expenses. The funeral home is paid directly by The Standard and the remaining Life Insurance benefits are paid to the beneficiary.

Life Services Toolkit: Effective July 1, 2016, employees will be able to access this benefit that provides online tools and services that can help the employee create a will, make advance funeral plans and put their finances in order. After a loss, beneficiaries can consult experts by phone or in person, and obtain other helpful information online. To access call 800.378.5742 or go online at www.standard.com. mytoolkit with the username "support".

UnitedHealthcare® Global Travel Assist: For the covered employee and covered dependents.

- Pre-Trip Assistance
- Medical Assistance Services
- **Emergency Transportation Services**
- Travel Assistance Services
- Personal Security Services
- **Medical Supplies**

Continuation of Benefits for Dependents: If the employee dies and had Spouse and Child Life enrollment, the Spouse and Child Life will continue for five months without premium payment.

Basic Life, Accidental Death and Dismemberment, Additional Life, Dependents Additional Life and Accidental Death and Dismemberment coverages are underwritten by Standard Insurance Company. This is intended to be a summary of your benefits and does not include all plan provisions, exclusions and limitations. A certificate, with complete plan information, including limitations and exclusions, will be provided, if there is a discrepancy between this document and the certificate issued by The Standard, the terms of the certificate will govern.



## Long Term Disability (LTD)

Insured by Standard Insurance Company

Benefits Begin: 30, 60, or 90 days following the onset of your disability due to physical disease, mental disorder, injury, or pregnancy, depending on the benefit waiting period selected by your employer. You must satisfy the definition of disability as determined by The Standard.

Benefit Amount: 66 2/3% of the first \$7,500 monthly covered earnings (Insured Pre-disability Earnings) to a maximum of \$5,000 less deductible sources of income and disability work earnings. The minimum monthly benefit is \$100.

Pre-disability Earnings: Gross base monthly earnings that exclude: bonuses, commissions, overtime, stipends, any other extra pay, and employer pension contributions.

**Deductible Sources of Income:** Deductible income includes but is not limited to benefits you receive or are eligible to receive from statutory plans; Social Security amounts you, your spouse, or your children under age 18 receive or are eligible to receive because of your disability or your retirement; worker's compensation; and sick pay. Your disability benefit and other sources of income cannot exceed your indexed pre-disability earnings. See your certificate for full details.

Definition of Disability: You are considered disabled if, as a result of physical disease, injury, pregnancy or mental disorder, you are unable to perform with reasonable continuity the material duties of your own occupation, and you suffer a loss of at least 20% in your indexed pre-disability earnings when working in your own occupation. After the first 24 months for which LTD benefits are paid, you are considered disabled if, as a result of physical disease, injury, pregnancy, or mental disorder, you are unable to perform with reasonable continuity the material duties of any occupation.

Maximum Benefit Period: Up to your normal retirement age under the Social Security Act. However, if you become disabled at or after age 65, benefits are payable according to an age-based schedule. (See certificate for details.)

Limited Pay Periods: Disabilities caused or contributed to by mental disorder, substance abuse and some other conditions are limited to 24 months of benefits for any one or more during your lifetime. Examples of mental disorders include, but are not restricted to, schizophrenia, depression, manic-depressive illness, bipolar affective disorder, and/or anxiety disorders. Substance Abuse means use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.

Examples of other limited conditions include, but are not restricted to, chronic fatigue conditions, allergy or sensitivity to chemicals or the environment, chronic pain conditions, and/or carpal tunnel syndrome.

**Return to Work Part-time:** The return to work incentive provision allows you to remain eligible for benefits while you are working part-time and are still disabled. Your monthly benefits may be reduced by a portion of your disability work earnings.

Assistance with Rehabilitation: While you are disabled, you may qualify to participate in a written plan, program or course of vocational training or education that is intended to prepare you to return to work. An approved rehabilitation plan may include payment by The Standard of some or all of the expenses you incur in connection with the plan, including training and education expenses, family care expenses, job-related expenses, and job search expenses.

Assistance with Social Security Benefits: The Standard will forward LTD claims to an external provider who will assist the employee with the application process, reconsideration actions and hearing level at no cost to the employee.



## **Long Term Disability (LTD)**

Insured by Standard Insurance Company

**Tax Payments:** The Standard will pay FICA and Medicare taxes for the employee up to 6 months from the date of disability. Upon request by the employee, The Standard will make Federal and State tax payments from the LTD benefit for the employee.

**Reasonable Accommodation Expense Benefit:** If approved in advance and in writing, The Standard will reimburse an employer (up to \$25,000 not to exceed the expenses incurred) for a reasonable accommodation that enables the employee to return to work, reduce time off of work and reduce the duration of LTD benefits.

**Assisted Living Benefit:** An additional benefit of 13 1/3% of the first \$7,500 of Predisability Earnings that is not reduced by Deductible Income, not to exceed \$1,000 per month. This benefit is extended to the severely disabled for a total benefit of 80% of Predisability Earnings.

**Lifetime Security Benefit:** If an employee has been receiving the Assisted Living Benefit and the LTD benefits end solely due to reaching the end of the Maximum Benefit Period, they may be eligible for the Lifetime Security Benefit that will continue to pay LTD benefits beyond the end of the Maximum Benefit Period.

If your LTD Benefits are continued beyond the end of the Maximum Benefit Period by the Lifetime Security Benefit, no Survivors Benefit will be paid if you die.

**Survivors Benefit:** If you die while LTD benefits are payable, and on the date you die you have been continuously disabled for at least 180 days, \$1,000 is payable to any one or more of your eligible surviving dependents, as determined by The Standard.

Waiver of Premium: While you are collecting disability benefits you do not have to pay premiums.

**Exclusions:** You are not covered for a disability caused or contributed to by war or any act of war, an intentionally self-inflicted injury while sane or insane, active participation in a riot, or committing or attempting to commit an assault or felony. You are not covered for a disability caused or contributed to by the loss of your professional license, occupational license or certification. Also, during the first 12 months of coverage, no LTD benefits will be paid for a disability caused or contributed to by a pre-existing condition or medical or surgical treatment of a pre-existing condition, as defined by The Standard.

**Premiums:** Please see page 47 or go to nmpsia.com and use "Calculate LTD and ADL Premiums". Your employer shares the cost of this benefit based on your contracted annual salary.

#### Your employer's share is:

60% if you earn \$25,000 or more 65% if you earn between \$20,000 and \$25,000 70% if you earn between \$15,000 and \$20,000 75% if you earn less than \$15,000

#### Your share is:

40% if you earn \$25,000 or more 35% if you earn between \$20,000 and \$25,000 30% if you earn between \$15,000 and \$20,000 25% if you earn less than \$15,000

Long Term Disability coverage is provided by Standard Insurance Company. Please refer to the certificate for all plan details, including any exclusions, limitations and restrictions which may apply.

## **NOTICE OF PRIVACY PRACTICES**

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

The New Mexico Public Schools Insurance Authority (NMPSIA) is required by law to maintain the privacy of your health information and to provide you with notice of its legal duties and privacy practices with respect to your health information. If you have questions about any part of this Notice or if you want more information about the privacy practices at NMPSIA, please contact the Administrative Office located at 410 Old Taos Highway, Santa Fe, NM 87501, or by telephone at 1-800-548-3724.

## **How NMPSIA May Use or Disclose Your Health Information**

The following categories describe the ways that NMPSIA may use and disclose your health information. For each category of uses and disclosures, we will explain what we mean and present some examples. Not every use or disclosure in a category will be listed. However, all the ways we are permitted to use and disclose information will fall within one of the categories.

- Payment Functions. We may use or disclose health information about you to determine eligibility for plan benefits, obtain premiums, facilitate payment for the treatment and services you receive from health care providers, determine plan responsibility for benefits, and to coordinate benefits. For example, payment functions may include reviewing the medical necessity of health care services, determining whether a particular treatment is experimental or investigational, or determining whether a treatment is covered under your plan.
- 2. Health Care Operations. We may use and disclose health information about you to carry out necessary insurance-related activities. For example, such activities may include underwriting, premium rating and other activities relating to plan coverage; conducting quality assessment and improvement activities; submitting claims for stop-loss coverage; conducting or arranging for medical review, legal services, audit services, and fraud and abuse detection programs; and business planning, management and general administration.
- 3. Required by Law. As required by law, we may use and disclose your health information. For example, we may disclose medical information when required by a court order in a litigation proceeding such as a malpractice action.
- 4. Public Health. As required by law, we may disclose your health information to public health authorities for purposes related to: preventing or controlling disease, injury or disability; reporting child abuse or neglect; reporting domestic violence; reporting to the Food and Drug Administration problems with products and reactions to medications; and reporting disease or infection exposure.
- Health Oversight Activities. We may disclose your health information to health agencies during the course of audits, investigations, inspections, licensure and other proceedings related to oversight of the health care system.
- 6. Judicial and Administrative Proceedings. We may disclose your health information in the course of any administrative or judicial proceeding.
- 7. Law Enforcement. We may disclose your health information to a law enforcement official for purposes such as identifying or locating a suspect, fugitive, material witness or missing person, complying with a court order or subpoena and other law enforcement purposes.

## **NOTICE OF PRIVACY PRACTICES**

- 8. Coroners, Medical Examiners and Funeral Directors. We may disclose your health information to coroners, medical examiners and funeral directors. For example, this may be necessary to identify a deceased person or determine the cause of death.
- **9. Organ and Tissue Donation.** We may disclose your health information to organizations involved in procuring, banking or transplanting organs and tissues, as necessary.
- 10. Public Safety. We may disclose your health information to appropriate persons in order to prevent or lessen a serious and imminent threat to the health or safety of a particular person or the general public.
- 11. **National Security.** We may disclose your health information for military, national security, prisoner and government benefits purposes.
- **12. Worker's Compensation.** We may disclose your health information as necessary to comply with worker's compensation or similar laws.
- **13. Marketing.** We may contact you to give you information about health-related benefits and services that may be of interest to you.
- **14. Disclosures to Plan Sponsors.** We may disclose your health information to the sponsor of your group health plan, for purposes of administering benefits under the plan.

## When NMPSIA May Not Use or Disclose Your Health Information

Except as described in this Notice of Privacy Practices, we will not use or disclose your health information without written authorization from you. If you do authorize us to use or disclose your health information for another purpose, you may revoke your authorization in writing at any time. If you revoke your authorization, we will no longer be able to use or disclose health information about you for the reasons covered by your written authorization, though we will be unable to take back any disclosures we have already made with your permission.

### **Statement of Your Health Information Rights**

- Right to Request Restrictions. You have the right to request restrictions on certain uses and
  disclosures of your health information. NMPSIA is not required to agree to the restrictions that
  you request. If you would like to make a request for restrictions, you must submit your request
  in writing to the Administrative Office, 410 Old Taos Highway, Santa Fe, NM 87501.
- 2. Right to Request Confidential Communications. You have the right to receive your health information through a reasonable alternative means or at an alternative location. To request confidential communications, you must submit your request in writing to the Administrative Office, 410 Old Taos Highway, Santa Fe, NM 87501. We are not required to agree to your request.
- 3. Right to Inspect and Copy. You have the right to inspect and copy health information about you that may be used to make decisions about your plan benefits. To inspect and copy such information, you must submit your request in writing to the Administrative Office, 410 Old Taos Highway, Santa Fe, NM 87501. If you request a copy of the information, we may charge you a reasonable fee to cover expenses associated with your request.
- 4. Right to Request Amendment. You have a right to request that NMPSIA amend your health information that you believe is incorrect or incomplete. We are not required to change your health information and if your request is denied, we will provide you with information about our

## **NOTICE OF PRIVACY PRACTICES**

denial and how you can disagree with the denial. To request an amendment, you must make your request in writing to the Administrative Office, 410 Old Taos Highway, Santa Fe, NM 87501. You must also provide a reason for your request.

- Right to Accounting of Disclosures. You have the right to receive a list or "accounting of disclosures" of your health information made by us, except that we do not have to account for disclosures made for purposes of payment functions or health care operations, or made to you. To request this accounting of disclosures, you must submit your request in writing to the Administrative Office, 410 Old Taos Highway, Santa Fe, NM 87501. Your request should specify a time period of up to six years and may not include dates before April 14, 2003. NMPSIA will provide one list per 12 month period free of charge; we may charge you for additional lists.
- 6. Right to Paper Copy. You have a right to receive a paper copy of this Notice of Privacy Practices at any time. To obtain a paper copy of this Notice, send your written request to the Administrative Office, 410 Old Taos Highway, Santa Fe, NM 87501.

If you would like to have a more detailed explanation of these rights or if you would like to exercise one or more of these rights, contact the Administrative Office, 410 Old Taos Highway, Santa Fe, NM 87501, or by telephone at 1-800-548-3724.

NMPSIA reserves the right to amend this Notice of Privacy Practices at any time in the future and to make the new Notice provisions effective for all health information that it maintains. We will promptly revise our Notice and distribute it to you whenever we make material changes to the Notice. Until such time, NMPSIA is required by law to comply with the current version of this Notice.

### **Complaints**

Complaints about this Notice of Privacy Practices or about how we handle your health information should be directed to the Administrative Office, 410 Old Taos Highway, Santa Fe, NM 87501. NMPSIA will not retaliate against you in any way for filing a complaint. All complaints to NMPSIA must be submitted in writing. If you believe your privacy rights have been violated, you may file a complaint with the Secretary of the Department of Health and Human Services.

Effective Date of This Notice: April 14, 2003



## BlueCross BlueShield of New Mexico



# NMPSIA's Medical Plans

Offering you two plans-High-Option and Low-Optionto meet your health care needs.

> NMPSIA's comprehensive and versatile Dual-Option PPO Plans administered by Blue Cross and Blue Shield of New Mexico let you choose any physician without a referral and give you the security of a health plan that is recognized around the world.

## Choose the High-Option or Low-Option Plan

- Both feature In-Network and Out-of-Network benefits with no required referrals.
- Both include In-Network preventive health benefits with no copays or deductibles.
- · Both include Telehealth visits through MDLive®
- The Low-Option Plan offers a lower premium with a deductible and coinsurance for most benefits.

For more information call 1-888-966-7742

Or go to bcbsnm.com, and under Large Groups select New Mexico Public Schools *Insurance Authority* from the drop-down menu.

# Dual-Option PPO Plan

## Comprehensive statewide provider network

Choose from more than 25,000 quality health care providers in our statewide Preferred Provider network. The BCBSNM network includes the only Gamma Knife technology center in New Mexico for treatment of neurological brain diseases, the only women's hospital in the state, and award-winning cancer treatment and cardiology programs.

## BlueCard®: Coverage around the world

This innovative benefit—available to only Blue Cross and Blue Shield members—helps you access more than 97 percent of hospitals and 92 percent of physicians throughout the United States contracted with BCBS Plans, plus those in over 200 countries when you need medical care.

You can find a contracted provider online at bcbs.com or by calling the BlueCard program directly at 1-800-810-BLUE (2583). Present your member ID card at the provider's office and you'll have the same benefits that you have when you see a contracted provider in your hometown. In the United States you'll pay the same deductible, copayments, and coinsurance amounts and won't have to file claims. (In some foreign countries, you may have to pay for services and then file a claim.)

#### Blue Access for Members<sup>™</sup>: Your online resource

Blue Access for Members (BAM) is the secure, online member account and information area of our website just for our members. You can log in to BAM and:

- · Check your claim status
- View your explanations of benefits (EOBs)
- · Confirm who is covered under your plan
- · Locate a doctor, hospital, or pharmacy in your plan's network with the Provider Finder\*
- · Access health and wellness information, including preventive health guidelines, news, and health-related web tools to help you manage your health
- Request a replacement ID card or print a temporary ID card

### Access new and improved tools in Provider Finder

- Estimate your costs: Use the member liability estimator to research the cost of a provider's procedures, treatments, and tests and help evaluate your out-of-pocket expenses.
- Use the robust search engine: Find a network primary care physician, specialist, or hospital.
- · Filter results: Narrow your search results by doctor, specialty, ZIP code, language, and gender.
- · Learn more about providers: View certifications and recognitions for doctors. Also, view feedback or add your own review for a provider.

## Telehealth Powered by MDLIVE® On-demand health care at your fingertips

Getting sick is never convenient and finding time to get to the doctor can be hard. MDLIVE's telehealth program provides you and your covered dependents access to care for non-emergency medical needs.

Whether you're in the city, a rural area or you're on a weekend camping trip, access to a board-certified MDLIVE doctor is available 24 hours a day/seven days a week. You can speak to a doctor immediately or schedule an appointment based on your availability. Telehealth can also be a better alternative than going to the emergency room or urgent care.\*

#### Special Beginnings® for prenatal health

The first step to a healthy pregnancy and delivery is knowing all you can about your health. BCBSNM offers Special Beginnings to help you manage your pregnancy. This program is voluntary, confidential, and available at no extra cost to you. Special Beginnings can help you from early pregnancy until six weeks after delivery through:

- Identifying your pregnancy risk factors
- · Offering videos that cover topics such as eating habits, exercise, stress, and more
- · Personal telephone contact with specially trained maternity nurses who can address your needs and concerns and coordinate care with your doctor
- Helping you manage high-risk conditions such as gestational diabetes and preeclampsia

To help ensure the best health for you and your baby, it's best to enroll in Special Beginnings as soon as you find out you are pregnant.



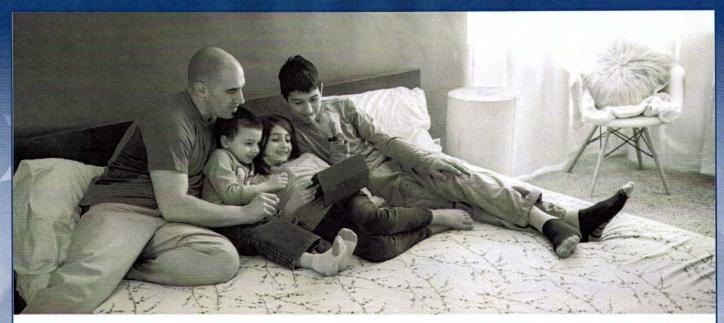


## BlueCross BlueShield of New Mexico

The telehealth program from MDLIVE, an independent company, is offered to you by your employer as a participant in your employer's group health plan, and is neither insured through or underwritten by BCBSNM

In the event of an emergency, this service should not take place of an emergency room or urgent care facility. Proper diagnosis should come from your doctor and medical advice is between you and your doctor.

Blue Cross and Blue Shield of New Mexico, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association



## Presbyterian Health Plan membership has its benefits.

Online convenience. Manage your insurance and medical care online though myPRES, an easy-to-use, secure website just for Presbyterian members.

- Look up your benefit information securely
- Estimate out-of-pocket costs for common medical procedures with our Treatment Cost Calculator
- Pay a physician or hospital bill
- View your medical claims and explanation of benefits
- View your ID card or request a replacement
- Access Wellness at Work, a web-based application offering personal health assessments, health education tools, and more.

Talk to a nurse 24/7. Members have access to the PresRN nurse advice line that gives you a direct link to our experienced registered nurses (RN) for answers to your health questions and concerns. Call (505) 923-5570 or 1-866-221-9679 any day, including holidays.

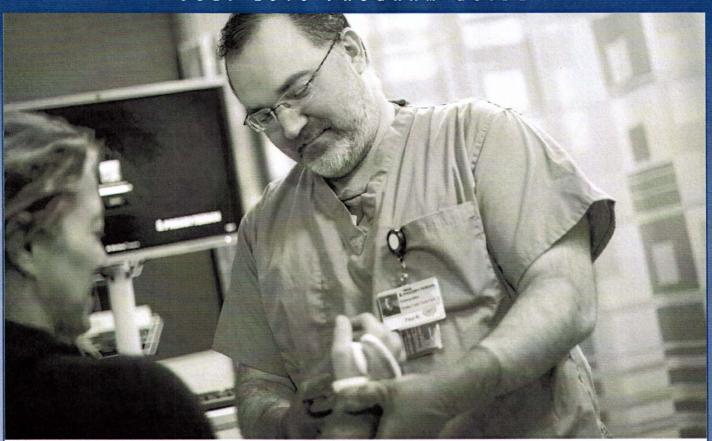
Locally based customer service. Our friendly representatives, located in Albuquerque, are available to answer benefit questions Monday through Friday from 7:00 a.m. to 6:00 p.m. or via email at any time to info@phs.org.

Full access to Presbyterian's system. With more than 850 doctors in 40 specialties and eight hospitals across New Mexico, Presbyterian offers specialized healthcare in the areas of women's health, pediatric services, heart wellness, cancer care and more.

(505) 923-5600 1-888-ASK-PRES (1-888-275-7737) www.phs.org







## Wherever you go, we've got you covered.

Presbyterian has a long tradition of serving the employees of New Mexico Public Schools Insurance Authority (NMPSIA) and their families.

Choosing the best health coverage for you and your family can be confusing, but we can help make it simple. Peace of mind comes with knowing that Presbyterian has been caring for New Mexicans since 1908 and is committed to helping our patients and members live healthier lives.

- A growing statewide network. As a Presbyterian Health Plan member, you have access to an integrated health system of eight hospitals, a large medical group, and a health plan network of more than 17,000 providers and facilities throughout New Mexico and border communities. Visit phs.org/directory for the most current list.
- National coverage. You also receive in-network benefits outside of New Mexico with nearly 900,000 providers through our partnership with the national MultiPlan/PHCS network. Specific providers are listed at multiplan.com/presbyterian.

As the provider of healthcare benefits to more than 460,000 New Mexicans, Presbyterian Health Plan offers the coverage you need to live the life you want - anytime, anywhere.

(505) 923-5600 1-888-ASK-PRES (1-888-275-7737)

phs.org



## **HIGH OPTION - SUMMARY OF BENEFITS**

This is only a summary that lists the member cost-sharing amounts and provides a brief description of NMPSIA High Option PPO Health Plan benefits. The Summary Plan Description supersedes any information outlined in this summary.

NMPSIA High Option PPO Benefits	Member's Share of Covered Charges			
There is no overall lifetime maximum benefit. However, certain services have maximum annual limits. See below.	In-Network Provider	Out-of-Network Provider		
Calendar Year Deductible  (*Deductibles changing effective 1/1/17 Individual ndividual \$750/Family \$1,500 in-network; Family ndividual \$1,500/\$3,000 out-of-network)	7			
Annual Out-of-Pocket Limit  (+Calendar Year OOP Maximum changing effective Individual \$1/1/17 - Individual \$3,750/Family \$7,500 in-network; Family	\$2,800+ \$5,600+	\$3,200+ \$9,600+		
ndividual \$9,000/Family \$18,000 out-of-network)  Office Visit / Exam Charge	(deductible waived)			
Office and Home visits/Exams or Consultation (Other services received during the office visits and listed under "Other Services," below, such as therapy, are subject to deductible, copay, and/or coinsurance as listed in	(deductible waived)  Office Visit Copay			
the rest of the summary.) Primary Preferred Provider Office/Home Visit Specialist /Office/Home Visit Telehealth (Virtual Video Visits)	\$20 \$30 \$10	30% 30% Not Covered		
Office Surgery (including casts, splints, and dressings) Allergy Injections (only), Extract Preparation	20%	30%		
Therapeutic Injections: Allergy Testing	No Charge (deductible waived)	30%		
Routine/Preventive Services Routine Adult Physicals and Gynecological Exams, Routine Tests (including Pap Tests, Cholesterol tests, Urinalysis, Human Papillomavirus (HPV) Screening), Colonoscopies and Mammograms (one covered	Office Visit Copay	30%		
at 100% annually regardless of diagnosis when in-network), Health Education Counseling (including diabetic and smoking cessation counseling), Family Planning (including insertion/removal of birth control devices, surgical sterilization in office, birth control & therapeutic injections), Immunizations (including travel immunizations); Well-Child Care; Routine Vision or Hearing Screenings through age 17	No Charge (deductible waived)	30% (deductible waived)		
Acupuncture, Chiropractic (Spinal Manipulation), Massage Therapy (if medically necessary), and Rolfing (combined max. benefit of 30 visits/calendar year) Naprapathy (Limit \$500 per year)	\$30 copay (deductible waived)	30%		
Ambulance Services: Ground and Emergency Air Transport	\$50 copay (deductible waived)	Not Covered		
Ambulance Services: Inter-facility Transport	\$30 copay (ded			
Autism Spectrum Disorder Diagnosis and Treatment of all children up to age 19 or up to age 22 if still attending school. Up to 90 visits per member per year (in & out-of-network combined) PCP copay for Applied Behavioral Analysis (ABA). Specialist includes outpatient physical therapy occupational therapy & speech therapy.	\$0 (deducti (deductible waived) PCP \$20 copay Specialist \$30 copay	ble waived) 30%		
Biofeedback (for specified medical conditions only)	\$30 copay (deductible waived)	30% 30%		
Cardiac and Pulmonary Rehabilitation (office/outpatient) Dental/Facial Accident, Oral Surgery & TMJ/CMJ Services	\$30 copay (deductible waived)  Varies by services	30%		
Emergency Room Treatment	20% after			
Physician and Other Professional Provider Charges	20% after	deductible		
Hearing Aids and Related Services (Age 21 & older: Routine exams/testing not covered.)	Hearing Aids: No Charge up to \$500 in any 36 m	; thereafter you pay 90% coinsurance onth period		
Hearing Aids and Related Services (Under age 21: Exam/testing subject to usual cost-sharing.)	Hearing Aids: No Charge up to \$2,200 per hearing impaired ear; thereafter you pay 90% coinsurance in any 36 month period			
Home Health Care/Home I.V. Services Limitations	20% Unlimited	30% <b>120 visits</b> /calendar year		
Hospice Services including respite care (limited to 10 days for each 6-month per hospice period – 2 periods per lifetime) & bereavement counseling (limited to 3 sessions during the hospice benefit period)	No charge (deductible waived)	30%		
Infertility: Diagnosis Only – No Treatment	Varies by Services	30%		
Lab, X-Ray, and Other Basic Diagnostic Tests (non-routine) (Office/Freestanding Lab or Radiology)	\$30 copay or actual allowable amount, whichever is less, per day (deductible waived)	30%		
Lab, X-Ray, and Other Basic Diagnostic Tests (non-routine) (Outpatient Department of Hospital)	\$60 copay or actual allowable amount, whichever is less, per day (deductible waived)	30%		

IMPSIA High Option PPO Benefits here is no overall lifetime maximum benefit. However, certain	Member's Share of Covered Charges			
ervices have maximum annual limits. See below.	In-Network Provider	Out-of-Network Provider		
ligh Tech Imaging: MRI, MRA, CT Scan, PET Scan	\$600 copay or 20%, whichever is less, per day (deductible waived)	30%		
Professional Interpretation & Reading (Lab, X-Ray, & High Tech)	No Charge	30%		
Prothrombin Time Test	\$10 copay (deductible waived)	30%		
Sleep Study	20%	30%		
npatient Hospital/Facility Services (High Option copays are waiv o a rehab or skilled nursing facility within 15 days of discharge fro	ed if you are re-admitted for the same condition acute care facility.)	ion within 15 days of discharge or transfer		
Medical/Surgical Acute Care, and Maternity-Related Room & Board, Covered Ancillaries, Related Professional charges, Skilled Nursing Facility (max. 60 days/calendar year) Inpatient Physical Rehabilitation	\$500 facility copay per admission plus 20%	30%		
Observation Stay including Related Professional Charges	\$100 facility copay plus 20%	30%		
Maternity Services				
Physician/Midwife Services (delivery, pre- and post-natal care, ncluding lab, diagnostic testing, and pre-natal genetic testing, if nedically necessary)	Office Visit Copay/Initial visit	30%		
Hospital Admission (including routine newborn nursery charges)	\$500 copay per pregnancy plus 20%			
Extended Stay (non-routine) Charges for covered Newborn	\$500 facility copay/admission plus 20%			
Home Birth	20%			
Mental Health Services				
Office, Home, Outpatient Facility/Physician	\$30 copay (deductible waived) \$500 copay plus 20%			
Inpatient Partial Hospitalization	\$250 copay plus 20%	30%		
Facility-Based Intensive Outpatient Programs (IOP)	\$125 copay plus 20%			
Substance Abuse Rehabilitation  Lifetime max of two courses of treatment for all services combined.)	\$123 COPAY PIUS 20 %			
Office, Home, Outpatient Facility/Physician (max. 30 days/calendar year)	\$30 copay (deductible waived)			
Inpatient (max. 30 days/calendar year combined with Partial Hospitalization)	\$500 copay plus 20%	30%		
Partial Hospitalization <sup>8</sup> (max. 30 days/calendar year combined with Inpatient)	\$250 copay plus 20%			
Facility-Based Intensive Outpatient Programs (IOP)	\$125 copay plus 20%	_		
Outpatient Hospital/Facility/Ambulatory Surgery Facility		200/		
including Related Professional Charges)  Residential Treatment Center (RTC): (for adults age 18 & older	\$150 copay plus 20%	30%		
only) LIMIT: 60 days/calendar year and 30 days per admit.	\$250 copay plus 20%	30%		
Short-Term Rehabilitation, Outpatient and Office: Occupational, Physical & Speech Therapy Services Member pays \$30 each visit up to a maximum of \$300 per calendar year; thereafter plan pays 100% once met for the remaining calendar year.)	\$30 copay (deductible waived) up to \$300; thereafter No Charge for the remaining calendar year	30%		
Smoking/Tobacco Use Cessation (includes medication, hypnotherapy, acupuncture, related tests, and any	No Charge	50%		
counseling programs not eligible under Preventive)		r Express Scripts Plan for details.		
Supplies, Durable Medical Equipment, Prosthetics & Functional Orthotics <sup>4,6</sup> (Support hose limited to 12 pair (or 24 hose)' Mastectomy Bras up to 6 per calendar year.) Prior Authorization needed for services over \$1,000	20%	30%		
Insulin Pump Supplies (insertion sets, reservoirs)	No Charge (deductible waived)	30%		
Therapy: Chemotherapy and Radiation Therapy Therapy: Dialysis	No Charge (deductible waived) 20%	30% 30%		
Transplant Services  Maximums apply to donor charges and travel and lodging.  Must be received at a facility that contracts with BCBSNM or with the national BCBS transplant network.	Applicable copays based on place and type of service	Not Covered		
Urgent Care	\$50 copay(deductible waived)	30%		

## **LOW OPTION - SUMMARY OF BENEFITS**

This is only a summary that lists the member cost-sharing amounts and provides a brief description of NMPSIA Low Option PPO Health Plan benefits. The Summary Plan Description supersedes any information outlined in this summary.

NMPSIA Low Option PPO Benefits	Member's Share of Covered Charges			
There is no overall lifetime maximum benefit. However, certain services have maximum annual limits. See below.	In-Network Provider	Out-of-Network Provider		
Calendar Year Deductible  *Deductibles changing effective 1/1/17 Individual Individual \$2,000/Family \$4,000 in-network; Family Individual \$4,000/\$8,000 out-of-network)	\$1,500* \$4,500*			
Annual Out-of-Pocket Limit (+Calendar Year OOP Maximum changing effective Individual 1/1/17 - Individual \$3,750/Family \$7,500 in-network; Family Individual \$9,000/Family \$18,000 out-of-network)	\$3,500+ \$7,000+	\$4,500+ \$13,500+		
Office Visit / Exam Charge Office and Home visits/Exams or Consultation (Other services received during the office visits and listed under "Other Services," below, such as therapy, are subject to deductible, copay, and/or coinsurance as listed in the rest of the summary.)  Primary Preferred Provider Office/Home Visit  Specialist /Office/Home Visit Telehealth (Virtual Video Visits)	(deductible waived)  Office Visit Copay \$25 \$35 \$10	50% 50% Not Covered		
Office Surgery (including casts, splints, and dressings)	25%	50%		
Allergy Injections (only), Extract Preparation Therapeutic Injections: Allergy Testing	25% 25%	50% 50%		
Routine/Preventive Services  Routine Adult Physicals and Gynecological Exams, Routine Tests (including Pap Tests, Cholesterol tests, Urinalysis, Human Papillomavirus (HPV) Screening), Colonoscopies and Mammograms (one covered at 100% annually regardless of diagnosis when in-network), Health Education Counseling (including diabetic and smoking cessation counseling), Family Planning (including insertion/removal of birth control devices, surgical sterilization in office, birth control & therapeutic injections), Immunizations (including travel immunizations); Well-Child Care; Routine Vision or Hearing Screenings through age 17	No Charge (deductible waived)	50% (deductible waived for routine testing only)		
Acupuncture, Chiropractic (Spinal Manipulation), Massage Therapy (if medically necessary), and Rolfing (combined max. benefit of 30 visits/calendar year)	25%	50% Not Covered		
Naprapathy (Limit \$500 per year) Ambulance Services: Ground and Emergency Air Transport	\$50 copay (deductible waived)	Not Covered 25%		
Ambulance Services: Inter-facility Transport	\$0 (deducti			
Autism Spectrum Disorder Diagnosis and Treatment of all children up to age 19 or up to age 22 if still attending school. Up to 90 visits per member per year (in & out-of-network combined) PCP copay for Applied Behavioral Analysis (ABA). Specialist includes outpatient physical therapy occupational therapy & speech therapy.	(deductible waived) PCP \$25 copay Specialist \$35 copay	50%		
Biofeedback (for specified medical conditions only)	25%	50%		
Cardiac and Pulmonary Rehabilitation (office/outpatient)	25%	50%		
Dental/Facial Accident, Oral Surgery & TMJ/CMJ Services Emergency Room Treatment Physician and Other Professional Provider Charges		deductible deductible		
Hearing Aids and Related Services (Age 21 & older: Routine exams/testing not covered.)		; thereafter you pay 90% coinsurance nonth period		
Hearing Aids and Related Services (Under age 21: Exam/testing subject to usual cost-sharing.) Home Health Care/Home I.V. Services	Hearing Aids: No Charge up to \$2,200 per hearing impaired ear; thereafter you pay 90% coinsurance in any 36 month period 25% 50%			
Limitations	Unlimited	120 visits/calendar year		
Hospice Services including respite care (limited to 10 days for each 6-month per hospice period – 2 periods per lifetime) & bereavement counseling (limited to 3 sessions during the hospice benefit period)	25%	50%		
Infertility: Diagnosis Only – No Treatment	Varies by Services	50%		
Lab, X-Ray, and Other Basic Diagnostic Tests (non-routine) (Office/Freestanding Lab or Radiology)	\$35 copay or actual allowable amount, whichever is less, per day (deductible waived)	50%		
Lab, X-Ray, and Other Basic Diagnostic Tests (non-routine) (Outpatient Department of Hospital)	\$70 copay or actual allowable amount, whichever is less, per day (deductible waived)	50%		

NMPSIA High Option PPO Benefits There is no overall lifetime maximum benefit. However, certain	Member's Share of Covered Charges			
services have maximum annual limits. See below.	In-Network Provider	Out-of-Network Provide		
High Tech Imaging: MRI, MRA, CT Scan, PET Scan	\$700 copay or 25%, whichever is less, per day (deductible waived)	50%		
Professional Interpretation & Reading (Lab, X-Ray, & High Tech)	No Charge	50%		
Prothrombin Time Test	\$10 copay (deductible waived)	50%		
Sleep Study	25%	50%		
npatient Hospital/Facility Services				
Medical/Surgical Acute Care, and Maternity-Related Room & Board, Covered Ancillaries, Related Professional charges, Skilled Nursing Facility (max. 60 days/calendar year) Inpatient Physical Rehabilitation	25%	50%		
Observation Stay including Related Professional Charges	25%	50%		
Maternity Services				
Physician/Midwife Services (delivery, pre- and post-natal care)	25%	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
Hospital Admission (including routine newborn nursery charges)	25%	50%⁵		
Extended Stay (non-routine) Charges for covered Newborn	25%	33%		
Home Birth	25%	50%		
Mental Health Services	2070			
Office, Home, Outpatient Facility/Physician	25%			
Inpatient	25%	F00/		
Partial Hospitalization	25%	50%		
Facility-Based Intensive Outpatient Programs (IOP)	25%	100		
Substance Abuse Rehabilitation Lifetime max of two course of treatment for all services combined.)				
Office, Home, Outpatient Facility/Physician (max. 30 days/calendar year)	250/			
Inpatient (max. 30 days/calendar year combined with Partial Hospitalization)	25% 25%	50%		
Partial Hospitalization <sup>8</sup> (max. 30 days/calendar year combined with Inpatient)	25%			
Facility-Based Intensive Outpatient Programs (IOP)	25%			
Outpatient Hospital/Facility/Ambulatory Surgery Facility including Related Professional Charges)	25%	50%		
Residential Treatment Center (RTC): (for adults age 18 & older	25%	F00/		
only) LIMIT: 60 days/calendar year and 30 days per admit.	25%	50%		
Short-Term Rehabilitation, Outpatient and Office: Occupational, Physical & Speech Therapy Services (combined max of 60 visits per calendar year)	25%	50%		
Smoking/Tobacco Use Cessation	No Charge	50%		
includes medication, hypnotherapy, acupuncture, related tests, and any				
counseling programs not eligible under Preventive)	For Prescription Drugs, see you	r Express Scripts Plan for details.		
Supplies, Durable Medical Equipment, Prosthetics & Functional Orthotics <sup>4,6</sup> (Support hose limited to 12 pair (or 24 nose)' Mastectomy Bras up to 6 per calendar year.) Prior Authorization needed for services over \$1,000	25%	50%		
nsulin Pump Supplies (insertion sets, reservoirs)	No Charge (deductible waived)	50%		
Therapy: Chemotherapy and Radiation Therapy	25%	55%		
Therapy: Dialysis	25%	55%		
Transplant Services  Maximums apply to donor charges and travel and lodging.  Must be received at a facility that contracts with BCBSNM or with the national BCBS transplant network.	Applicable copays based on place and type of service	Not Covered		
Urgent Care (includes all services and supplies such as xray/labs/ physician fees)	\$50 copay (deductible waived)	50%		

Prescription Drugs, Insulin, Diabetic Supplies, Nutritional Products, Smoking/Tobacco Cessation Products:

Administered by Express Scripts. Call Express Scripts Customer Service Center: 1-800-498-4904.

## **EXCLUSIONS AND LIMITATIONS**

## THESE PLAN EXCLUSION AND LIMITATION CATEGORIES APPLY TO ALL NMPSIA MEDICAL PLANS:

Activities of daily living. Adoption/Surrogate expenses. Certain Amniocentesis and/or ultrasound. Artificial conception. Behavioral Training. Blood charges. Breast reduction. Charges in excess of the allowable fee. Certain complications of non-benefit services. Certain convalescent care. Cosmetic and/or plastic surgery or services. Certain counseling. Court ordered services. Custodial care. Dental services. Certain dependent of a dependent (grandchild) expenses. Certain diagnostic, therapeutic, rehabilitative, or health maintenance services. Domiciliary care. Donor expenses. Certain duplicate coverage. Duplicate diagnostic testing. Certain Durable Medical Equipment, orthotics, and prosthetic devices. Education or institutional services. Environmental control. Exercise equipment. Experimental or Investigational services. Eye exercises and refractions. Foot care (routine). Genetic counseling or testing. Hair loss treatment. Hearing exams, procedures and aids. Certain Home health care.

Certain Hospice benefits. Hormone replacement therapy. Hypnotherapy. Infertility testing and treatment. Implantation. Late claim filing. Learning deficiencies and behavioral problems. Legal payment obligations. Certain Local anesthesia. Long term rehabilitation services. Maintenance or long term therapy. Medically unnecessary services. Membership fees. Certain Mental Health and Alcoholism and/or Substance Abuse treatment. Mobile or temporary testing units. No legal payment obligation. Non-covered providers. Non-human organ transplants. Non-medical equipment or expenses. Non-prescription and over the counter drugs. Non-standard or deluxe equipment. Nutritional supplements. Orthodontic appliances and treatment, crowns, bridges, or dentures. Orthopedic shoes. Orthoptics. Personal convenience items or personal services. Personal trainers. Certain physical examinations and/or immunizations. Post-termination services (services received after plan coverage ends).

Prescription drugs and certain specialty medications (see Express Scripts). Prior approval not obtained when required. Private duty nursing services. Private room expenses. Protective clothing or devices. Radial Keratotomy or LASIK. Self-help programs and therapies. Services not specifically identified as covered. Services received before the effective date. Sex change operations. Sexual dysfunction. Sperm storage. Certain standby professional services. Sterilization reversal. Certain therapies. Thermography. Certain Transplant Services. Travel and other transportation expenses, unless listed as covered under the Transplant benefit. Treatment for injuries due to committing a felony. Veterans' Administration facility services. Vision care. Vision therapy. Vitamins, nutritional supplements, special foods, formulas or diets. Vocational rehabilitation services. War-related conditions. Weight loss programs, obesity treatment, and nutritional counseling. Work-related conditions.

The above are highlights of areas which may be excluded or limited. Please refer to the booklet for complete details of exclusions and limitations or call the medical plan's customer service unit at the telephone number listed on the back cover of this guide.



## PRESCRIPTION DRUG BENEFIT SUMMARY

Administered by Express Scripts • Toll-free: 1-800-498-4904

**Effective Date of Coverage: July 1, 2016** 

	Local Participating Pharmacy (EXCLUDES ALL WALGREENS PHARMACIES)	Mail-Order Pharmacy	
Maximum days' supply per copay	30 days	90 days	
Generic drugs	\$8 copay	\$20 copay	
Preventative products under the Patient Protection & Affordable Care Act. (Prescription required. To confirm products covered, contact Member Services at 1-800-498-4904.)	\$0 copay	\$0 copay	
Diabetic supplies & insulin	\$0 copay	\$0 copay	
Generic & preferred-brand diabetes medications	\$8 copay	\$20 copay	
Non-preferred diabetes medications and supplies	70% copay	70% copay	
Preferred brand-name drugs	30% of the discounted cost; minimum payment of \$25 and maximum payment of \$55	\$55 copay	
Non-preferred drugs	70% copay	70% copay	
	Visit www.express-scripts.com to view the current formulary, obtain copay cost estimates, and find less costly alternatives for your doctor's review.	Visit www.express-scripts.com to view the current formulary, obtain copay cost estimates, and find less costly alternatives for your doctor's review.	
Specialty drugs	\$75 copay for a 30-day supply.		
Obtained via the contracted specialty pharmacy, Accredo, after the second fill at retail.	After specialty copays add up to \$750, copays are \$50 generic, \$75 preferred and \$125 non-preferred the remainder of the calendar year.		
	*Effective January 1, 2017: Specialty copays change to \$55 generic, \$80 preferred and \$130 non-preferred.		
Immunizations administered by certified pharmacists. (See definitions in this Section.)	\$0 copay	Not covered at mail order.	
	To locate a certified pharmacist, visit <a href="https://nmpsia.com/">https://nmpsia.com/</a> <a href="mailto:ExpressScripts.html">ExpressScripts.html</a> or Contact Member Services at 1-800-498-4904.	Only available from local, certified pharmacist. Visit <a href="https://nmpsia.com/ExpressScripts.html">https://nmpsia.com/ExpressScripts.html</a> or contact Member Services at 1-800-498-4904.	
Out of pocket Maximum (specialty/ non-specialty combined): \$3,100/individual, \$6,200/family	If you choose to take a brand name drug where a generic is available, you will still pay the difference in cost between the brand and the generic even after your out-of-pocket has been met.		



## PRESCRIPTION DRUG BENEFIT SUMMARY

Administered by Express Scripts • Toll-free: 1-800-498-4904

**Effective Date of Coverage: July 1, 2016** 

	WALGREENS PHARMACIES ONLY	
Maximum days' supply per copay	30 days	
Generic drugs	\$15 copay	
Preferred brand-name drugs	30% of the discounted cost; minimum payment of \$35 and maximum payment of \$70	
Non-preferred drugs	70% copay  Visit <a href="https://www.express-scripts.com">www.express-scripts.com</a> to view the current formula obtain copay cost estimates, and find less costly alternate for your doctor's review.	
Preventative products under the Patient Protection and Affordable Care Act. (Prescription required. To confirm products covered, contact Member Services at 1-800-498-4904.)	\$0 copay	
Generic & preferred-brand oral diabetic medications	\$15 copay	
Diabetic insulin and supplies	Not eligible for copay waiver at Walgreens. Customary copays apply.	
Specialty drugs	\$75 copay for a 30-day supply.	
Obtained via the contracted specialty pharmacy, Accredo, after the second fill at retail.	After specialty copays add up to \$750, copays are \$50 generic, \$75 preferred and \$125 non-preferred the remainder of the calendar year.	
	*Effective January 1, 2017: Specialty copays change to \$55 generic, \$80 preferred and \$130 non-preferred.	
Immunizations administered by certified pharmacists	To locate a certified pharmacist, visit https://nmpsia.com/ ExpressScripts.html or contact Member Services at 1-800-498-4904	
Out of pocket Maximum (specialty/non-specialty combined): \$3,100/individual, \$6,200/family	If you choose to take a brand name drug where a generic is available, you will still pay the difference in cost between the brand and the generic even after your out-of-pocket has been met.	



#### **DEFINITIONS**

**Generic prescription drug.** A medication that contains the same active ingredient and is manufactured according to the same strict federal regulations as its brand-name counterpart. Generic medications may differ in color, size, or shape, but the Food and Drug Administration requires that they have the same strength, purity, and quality as their brand counterparts. A generic medication can be produced once the manufacturer of the brand medication is required to allow other manufacturers the opportunity to produce it.

**Brand-name drug.** A medication that is available only from its original manufacturer or from another manufacturer that has a licensing agreement to produce it. These medications are marketed under recognized brand names. A brand-name drug may have a generic equivalent once the manufacturer is required to allow other manufacturers the opportunity to produce it.

Multisource brand drug. A medication that may have a Food and Drug Administration generic equivalent substitute available.

Maintenance drug. A medication prescribed for long-term use (e.g., therapy taken daily by those with high blood pressure or diabetes).

**Formulary.** A list of commonly prescribed medications that have been selected based on their clinical effectiveness and opportunity for savings. An independent Pharmacy and Therapeutics Committee updates this list regularly, based on continuous evaluation of medications. You can contact Express Scripts at 1-800-498-4904 to determine if the medication you are taking is on the formulary. You can also locate this information at <a href="https://www.express-scripts.com">www.express-scripts.com</a>. If a medication you are taking is not on the formulary, you may want to discuss alternatives with your doctor or pharmacist. Using medications on the formulary will keep your costs and NMPSIA's costs lower.

Coverage review (prior authorization). Express Scripts must review prescriptions for certain medications with your doctor before they can be filled under your plan, since more information than appears on a prescription is needed. The review uses plan rules based on FDA-approved prescribing and safety information, clinical guidelines, and uses that are considered reasonable, safe, and effective. Your doctor can request a coverage review (prior authorization) by calling Express Scripts at 1-800-753-2851. If you need to know whether your prescription will require a coverage review (prior authorization), visit <a href="https://www.express-scripts.com">www.express-scripts.com</a> or call Member Services at 1-800-498-4904.

Immunizations covered if administered by a certified pharmacist include the following: DPT, MMR, Tetanus/Diphtheria, HPV, Hepatitis A & B, Shingles, Meningococcal, Varicella (chicken pox), Influenza (Flu), Pneumonia.

**Quantity management.** NMPSIA sets limits on quantities of certain medications. To promote safe and effective drug therapy, certain covered medications may have quantity restrictions. These quantity restrictions are based on manufacturer or clinically approved guidelines and are subject to periodic review and change.

**Request generics whenever possible.** If you or your doctor selects a brand medication instead of a generic, you'll be charged the brand copay, plus the difference in cost between the brand and the generic.

**Step therapy requirement.** Your plan uses a coverage tool called step therapy, which requires you first to try one or more specified drugs to treat a particular condition before your plan will cover another (usually more expensive) drug that your doctor may have prescribed. Step therapy is intended to reduce costs to you and your plan by encouraging the use of medications that are less expensive but can treat your condition effectively. If your doctor believes that you should use medication that requires a review for coverage, your doctor can request such a review. Your doctor can call toll-free 1-800-753-2851, 6:00am to 7:00pm, Mountain Standard Time, Monday through Friday. To see which medications are affected by step therapy, visit <a href="www.express-scripts.com">www.express-scripts.com</a> or call Member Services at 1-800-498-4904.

**Specialty medications.** Accredo, Express Scripts' specialty pharmacy, is the preferred provider of specialty medications. Specialty medications are used to treat complex conditions, such as cancer, growth hormone deficiency, hemophilia, hepatitis C, immune deficiency, multiple sclerosis, and rheumatoid arthritis. To find out more about your specialty prescription drug benefit, visit <a href="https://www.express-scripts.com">www.express-scripts.com</a> or call Accredo at 1-800-501-7210.

**Drug safety.** Prescription drugs help fight off illness and can improve health. They can also be dangerous if the wrong person takes them, or if they're taken in the wrong amount. It's important they be taken only as directly and stored safely. Your plan partners with Express Scripts to identify unusual or excessive utilization patterns.

#### **MEMBERS WITH DIABETES**

Insulin and diabetes supplies are covered. To confirm copay or coverage of insulin or diabetes supplies, visit <u>www.express-scripts.com</u> or contact Member Services at 1-800-498-4904.

**Diabetic Supplies & Test Strips:** The test strips you currently use may no longer be covered under your formulary. As the preferred brand for Express Scripts\*, OneTouch® may offer you savings that are not available with non-preferred brands. Talk to your doctor about OneTouch® to avoid paying full cost for your diabetes supplies.

To order a OneTouch® System at no charge: Visit <u>www.OneTouch.orderpoints.com</u> and input order code 573EXP333 or call 1-800-668-7148 and provide order code 573EXP333. Get started with your free kit and start saving today.

#### NOT COVERED

Drugs for cosmetic purposes only. Over-the-counter (OTC)/OTC equivalents, except certain preventative products under the Patient Protection and Affordable Care Act. Proton Pump Inhibitors, Intranasal Steroids and Antihistamines with over-the-counter (OTC)/OTC equivalents (Prilosec\*, Nexium\*, Claritin\*, Zyrtec\*, Allegra\*, Alavert\*, Nasacort\*, Flonase\*). Compound medications that contain certain ingredients which have a FDA approved commercially available alternative drug. Medical supplies and equipment (except syringes and needles used to administer insulin, and spacers for asthma inhalers). Medications prescribed by a physician or healthcare practitioner acting outside the scope of his or her license. Experimental, investigational, and unproven drugs. Replacement prescriptions filled due to loss or theft.

This is intended as a summary only. This summary does not supersede the provisions of the program documents, which in all cases govern program eligibility and benefits. This is a summary of material modifications to the New Mexico Public Schools Insurance Authority benefit program and should be read as an amendment to the program documents.

## **NOTICE OF CREDITABLE COVERAGE**

**To People Eligible for Medicare: Important Notice from NMPSIA About Your Prescription Drug Coverage and Medicare** 

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with NMPSIA and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

- 1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
- 2. NMPSIA has determined that the prescription drug coverage we offer through all of our Plans is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is considered Creditable Coverage.

Because your existing coverage is, on average, at least as good as standard Medicare prescription drug coverage, you can keep NMPSIA coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

You can join a Medicare drug plan when you first become eligible for Medicare and each year from November 15th through December 31st. This may mean that you may have to wait to join a Medicare drug plan and that you may pay a higher premium (a penalty) if you join later. You may pay that higher premium (a penalty) as long as you have Medicare prescription drug coverage. However, if you lose creditable prescription drug coverage, through no fault of your own, you will be eligible for a sixty (60) day Special Enrollment Period (SEP) because you lost creditable coverage to join a Part D plan. In addition, if you lose or decide to leave employer/union sponsored coverage; you will be eligible to join a Part D plan at that time using an Employer Group Special Enrollment Period. You should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area.

If you decide to join a Medicare drug plan, your NMPSIA coverage will not be affected. You may keep this coverage in addition to Part D and the NMPSIA plan will coordinate with Part D coverage.

If you do decide to join a Medicare drug plan and drop your NMPSIA medical and prescription drug coverage, be aware that you and your dependents will be able to re-enroll under NMPSIA as a late enrollee.

You should also know that if you drop or lose your coverage with NMPSIA and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without prescription drug coverage that's at least as good as Medicare's prescription drug coverage, your monthly premium may go up by at least 1% of the base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without coverage, your premium may consistently be at least 19% higher than the base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following November to ioin.

### For more information about this notice or your current prescription drug coverage...

Contact the NMPSIA office for further information at 1-800-548-3724. NOTE: You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage through NMPSIA changes. You also may request a copy from NMPSIA by contacting the Benefits Department.

## For more information about your options under Medicare prescription drug coverage...

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage:

- Visit www.medicare.gov
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help,
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at www.socialsecurity. gov, or call them at 1-800-772-1213 (TTY 1-800-325-0778).

Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and whether or not you are required to pay a higher premium (a penalty).

> Date: July 2016

Name of Entity/Sender: **NMPSIA** 

Address: 410 Old Taos Highway

Santa Fe, NM 87501

Phone Number: 1-800-548-3724

New Mexico Public Schools Insurance Authority

# UNITED CONCORDIA®



## Welcome to United Concordia!

At United Concordia, we know oral health is more than just your smile—it affects your entire body. That's why everything we do is focused on connecting you to a life of better overall health. You can count on our more than 40 years of dental experience, strong network of dentists, personal service and innovative plans to promote healthy smiles. We proudly serve the dental health needs of NMPSIA, as well as the needs of more than six million Americans worldwide.

### With your United Concordia dental plan, you will experience:

- Access to quality dentists through our Alliance network with more than 1,500 access points in New Mexico
- Online and personal service
  - Access your benefit information when you need it, where you need it through UnitedConcordia.com and our mobile app-scan the code now to get started



- Create a My Dental Benefits account for fast, secure access to claim details, payment information, procedure history, printable ID cards and more
- Speak to a knowledgeable, US-based representative by calling 1-888-898-0370 who can resolve problems and give on-the-spot solutions

#### Why use a United Concordia network dentist?

Network dentists agree to accept our discounted fees as payment in full for covered services. Non-network dentists can charge you more. This means you'll lower your out-ofpocket expense using a network dentist. Using a network dentist maximizes your dental benefits because they:

- · Save money—a network dentist saves you the difference between our negotiated fees and the dentist's regular charges; putting more money in your pocket
- · Save time—a network dentist files your claims for you, saving you time and the hassle of paperwork

 Save worry—every network dentist is carefully screened, so you know you're getting high-quality care

You can still receive care from any licensed dentist, but your benefits may differ and your out-of-pocket costs could be higher with a non-network dentist. Find a dentist by visiting UnitedConcordia.com and click Find a Dentist on our homepage; select Alliance network.

#### Your plan includes Smile for Health®-Wellness

If you or your dependents have a chronic medical condition\* and periodontitis (gum disease), you are all eligible for improved dental benefits to better manage your condition and clear up gum disease. With Smile for Health®-Wellness, you get 100% coverage for periodontal services, plus e-mail outreach to keep your mouth healthy. Here's how to sign up:

- Visit UnitedConcordia.com
- Sign in to My Dental Benefits (Or, create an account)
- · Click My Oral Health
- · Add your medical condition

#### Enhanced Benefits with Smile for Health®-Wellness

Service	Coverage*
Periodontal Maintenance—one additional to your plan's standard limit per year	100%
Scaling & Root Planing	
Periodontal Surgery—four procedures**	

- \* Conditions include diabetes, heart disease, lupus, oral cancer, organ transplant, rheumatoid arthritis, stroke
- \*\* Four procedures related to gingival flap or osseous surgeries. Must have selected High Option to have Periodontal Surgeries covered.

**New Mexico Public Schools Insurance Authority** 

# UNITED CONCORDIA® DENTAL



#### Q. Do I have to complete a claim form for each dental visit?

A. If you receive care from a network dentist, he or she will file your claim for you. If you receive care from a non-network dentist, you may have to complete and submit your own claims. You can receive a claim form by visiting **UnitedConcordia.com**, click **Members**, then **Forms**.

#### Q. How will orthodontic benefits be paid if I am currently undergoing orthodontic treatment?

A. An orthodontic treatment plan must be submitted by the treating provider to determine the remaining benefit that you may be entitled.

#### Q. How can I know what my out-of-pocket costs will be for a procedure?

A. For services beyond routine diagnostic and preventive, most dentists will give you a pre-treatment estimate at the time they schedule your next appointment. This will give you an estimate of what the dentist expects to receive from your insurance per procedure. Or, ask the dental office to provide a list of procedures to be performed and their corresponding fees. You can then call Customer Service or go to My Dental Benefits on UnitedConcordia.com to determine how much your plan will cover for these procedures. For more exact cost information, ask your dentist for a predetermination of benefits.

#### Q. Does United Concordia require predetermination of benefits?

A. Predeterminations are not required, although you should consider requesting that your dentist provide a predetermination before you begin treatment for services like crowns or dentures. That way you'll know whether or not a service is covered and how much you can expect to pay out-of-pocket.

#### Q. Are there frequency limitations for certain services?

A. Yes. For example, you can receive a 2 routine cleaning once in a 12 month period. This is not calendar year, this is a rolling 12 month period.

1st Cleaning		
Date	Covered?	
10/04/15	Yes	



2nd Cleaning			
Date	Covered?		
05/01/16	Yes		



3rd Cleaning					
Date	Covered?	Date	Covered?		
09/25/16	No	10/07/16	Yes		

In addition there are frequency limitations for x-rays and other services. Please refer to your Certificate of Insurance for a complete listing of Plan Limitations and Exclusions.

#### Q. When should I take my child to the their first dental appointment?

A. ADA recommends the first dental visit six months after the first tooth appears, but no later than the child's first birthday.

#### Q. Can I receive care from a dentist that is not in United Concordia's network?

A. Yes, you can receive care from any licensed dentist. If you choose to see a non-network dentist, you will be responsible for higher coinsurance amounts, subject to lower plan maximums and billed for any charges over and above United Concordia's allowed amount for covered services.

#### Q. How much will I pay if go out of network?

A. Depends on the plan, type of procedure and the dentist location. The following chart shows an example of the difference in costs if you have the high plan and receive a crown:

Dental Care from IN-NETWORK DENTIST	Example Dentist Charge	Plan Allowance	Plan Pays 50%	Member Owes the Network Dentist
1 Crown	\$1,200	\$690	\$690 minus \$50 deductible = \$640 \$640 x .50 = \$320	\$370 (\$690-320 = \$370)

Dental Care from	Example Dentist	Plan	Plan Pays 35%	Member Owes the
NON-NETWORK DENTIST	Charge	Allowance		Non-Network Dentist
1 Crown \$1,200		\$690	\$690 minus \$50 deductible = \$640 \$640 x .35 = \$224	\$976 (\$1,200-224 = \$976)

Actual cost will vary depending on geographic area and actual dentist charge. You can request a predetermination to help determine your out-of-pocket cost. A predetermination lets you know what procedures will or won't be covered prior to receiving services. It calculates the total amount you owe and what your plan will cover based on your coinsurance amounts. A predetermination is not a guarantee of payment—it is an estimate of what you can expect to owe.

# United Concordia<sup>®</sup> DENTAL



# HIGH OPTION

# **Concordia Preferred Comprehensive Plan**

That of hor					
Benefit Category	Alliance Network		Non-Network		
	Plan Pays <sup>1</sup>	You Pay <sup>1</sup>	Plan Pays⁴	You Pay	
Diagnostic & Preventive Services ■ Routine Oral Exams (twice every 12 months)				0%	
<ul> <li>Routine Cleanings (twice every 12 months)</li> <li>Periodontal Cleanings (twice every 12 months)</li> <li>X-rays—complete mouth (once every 5 years); bitewings (twice every 12 months through age 13, once every 12 months thereafter)</li> <li>Sealants (through age 15): permanent first and second molars only</li> <li>Emergency Treatment for Relief of Pain</li> <li>Fluoride Treatment (twice every 12 months through age 19)</li> </ul>	100%	0% (No Deductible)	100% (of Allowed Amount)	(of Allowed Amount) + Any charges in excess of the allowed amount (No Deductible)	
Basic Services					
<ul> <li>Basic Restorative (amalgam and posterior composites)</li> <li>Simple Extractions</li> <li>Endodontics</li> <li>Repair of Denture and Bridgework</li> <li>General Anesthesia &amp; IV Sedation (covered only in conjunction with dental surgery)</li> <li>Complex Oral Surgery</li> <li>Surgical Periodontics</li> <li>Nonsurgical Periodontics</li> </ul>	80%	20% (Deductible Applies)	55% (of Allowed Amount)	45% (of Allowed Amount) + Any charges in excess of the allowed amount (Deductible Applies)	
Major Services				65%	
<ul> <li>Removable Partial or Complete Dentures and Fixed Bridges (to replace teeth lost while insured under this contract)</li> <li>Inlays, Onlays &amp; Crowns (when teeth cannot be restored to normal form and function with amalgam, composite resin or plastic fillings)</li> <li>Implant Coverage</li> </ul>	50%	50% (Deductible Applies)	35% (of Allowed Amount)	(of Allowed Amount) + Any charges in excess of the allowed amount (Deductible Applies)	
Orthodontic Services		500/	500/	50%	
<ul> <li>Diagnostic, Active, Retention Treatment Adult and Child</li> </ul>	50%	50% (No Deductible)	50% (of Allowed Amount)	(of Allowed Amount) + any charges in excess of the allowed amount (No Deductible)	
Included Plan Features					
■ Pregnancy Benefit	<ul> <li>Covers 1 additional cleaning during pregnancy</li> <li>Covers 1 additional periodontal maintenance</li> </ul>				
<ul> <li>Smile for Health*–Wellness² (Provides periodontal care for people with certain chronic medical conditions: diabetes, heart disease, lupus, oral cancer, organ transplant, rheumatoid arthritis and stroke)</li> </ul>	<ul> <li>Covers 1 additional periodontal maintenance per year and are covered at 100%</li> <li>Scaling and root planing are covered at 100%</li> <li>4 periodontal surgery procedures are covered at 100%</li> </ul>			ed at 100%	
Calendar Year Deductible (per person/per family)	\$50	/\$150		\$50/\$150	
Calendar Year Maximum (per person) <sup>3</sup>	\$1	,500		\$1,000	
Lifetime Orthodontic Maximum (per person)	\$1,500		\$500		

<sup>1.</sup> Network providers agree to accept United Concordia's maximum allowable charge as payment-in-full.

4. Non-network reimbursed at the 80th percentile.

This Benefit Summary highlights some of the benefits available under your plan. A complete description regarding the terms of coverage and exclusions and limitations will be provided in your summary plan description, available online at www.nmpsia.state.nm.us.

<sup>2.</sup> Members (subscribers or covered dependents) with certain medical conditions must sign up for this program through My Dental Benefits on UnitedConcordia.com.

3. Network and non-network maximums cannot be combined.

**New Mexico Public Schools Insurance Authority** 

# **UNITED CONCORDIA®** DENTAL



# **LOW OPTION**

# Concordia Preferred Basic Plan

Daniella Catalogue	Alliance Network		Non-Network	
Benefit Category	Plan Pays <sup>1</sup>	You Pay <sup>1</sup>	Plan Pays⁴	You Pay
Diagnostic & Preventive Services  ■ Routine Oral Exams (twice every 12 months) ■ Routine Cleanings (twice every 12 months) ■ Periodontal Cleanings (twice every 12 months) ■ X-rays—complete mouth (once every 5 years); bitewings (twice every 12 months through age 13, once every 12 months thereafter) ■ Sealants (through age 15), permanent first and second molars only ■ Emergency Treatment for Relief of Pain ■ Fluoride Treatment (twice every 12 months through age 19)	100%	0% (No Deductible)	25% (of Allowed Amount)	75% (of Allowed Amount) + Any charges in excess of the allowed amount (No Deductible)
Basic Services  Basic Restorative (amalgam and posterior composites) Simple Extractions Endodontics (root canal therapy only) Repair of Denture and Bridgework Nonsurgical Periodontics	80%	20% (Deductible Applies)	25% (of Allowed Amount)	75% (of Allowed Amount) + Any charges in excess of the allowed amount (Deductible Applies)
Major Services     Complex Oral Surgery     Surgical Periodontics (including endodontic surgery)     Removable Partial or Complete Dentures and Fixed Bridges     Inlays, Onlays & Crowns (when teeth cannot be restored to normal form and function with amalgam, composite resin or plastic fillings)	Not Covered			
Orthodontic Services  Diagnostic, Active, Retention Treatment	Not Covered			
Included Plan Features  ■ Pregnancy Benefit	<ul> <li>Covers 1 additional cleaning during pregnancy</li> <li>Covers 1 additional periodontal maintenance</li> </ul>			
<ul> <li>Smile for Health*—Wellness² (Provides periodontal care for people with certain chronic medical conditions: diabetes, heart disease, lupus, oral cancer, organ transplant, rheumatoid arthritis and stroke)</li> </ul>	<ul> <li>Covers 1 additional periodontal maintenance per year and all are covered at 100%</li> <li>Scaling and root planing are covered at 100%</li> </ul>			
Calendar Year Deductible (per person/per family)	\$50/\$150			
Calendar Year Maximum (per person) <sup>3</sup>	\$1,500			
Lifetime Orthodontic Maximum (per person)	Not Covered			

<sup>1.</sup> Network providers agree to accept United Concordia's maximum allowable charge as payment-in-full.

A complete description regarding the terms of coverage and exclusions and limitations will be provided in your summary plan description, available online at www.nmpsia.state.nm.us.

<sup>2.</sup> Members (subscribers or covered dependents) with certain medical conditions must sign up for this program through My Dental Benefits on UnitedConcordia.com.

<sup>3.</sup> Network and non-network maximums cannot be combined.

<sup>4.</sup> Non-network reimbursed at the 80th percentile.

This Benefit Summary highlights some of the benefits available under your plan.



# **Premier Vision Plan**

New Mexico Public Schools Insurance Authority is pleased to provide this information about your vision care plan, administered by Davis Vision. Inc., a leading national administrator of vision care programs. Healthy eyes and clear vision are an important part of your overall health and quality of life. With the rising cost of eyewear you can't afford not to be covered through a managed vision care plan. Your vision plan helps you care for your eyes while saving you money by offering:

#### Paid-in-full eye examinations, eyeglasses and contacts!

Frame Collection: Your plan includes a selection of designer, name brand frames that are completely covered in full."

Contact Lens Collection: Select from the most popular contact lenses on the market today with Davis Vision's Contact Lens Collection.11

One-year eyeglass breakage warranty included on plan eyewear at no additional cost!

#### How to locate a Network Provider...

Just log on to the Open Enrollment section of our Member site at davisvision.com and enter Client Code 7129 to locate a provider near you including:



Eligibility for vision care benefits is determined by the same rules that apply to your other health care benefits. A description of coverage is listed to the right. Keep in mind that this information is a summary only. Please Refer to the plan's official Summary Plan Description for full details. including all limitations and exclusions. Once enrolled just log on to our Member site at www.davisvision.com or call us at 1.800.999.5431 for more information.

The Davis Vision Collection is available at most participating independent provider locations. Collection

The Laws vision Lowecton is available at most participating independent pro-is subject to change. Collection is inclusive of select fort and multiflocal conta-For dependent children, monocular patients and patients with prescriptions of Administrational discounts not applicable at Walmart or Sam's Club locations. Transibonos@ as a registered Trademark of Transibonos Optical Inc. Enhanced frame allowance available at all Visionworks Locations nationwide.

Davis Vision has made every effort to correctly summarize your vision plan features. In the event of a conflict between this information and your organization's contract with Davis Vision, the terms of the contract or insurance policy will prevail

OE00450 3/10/16

IN-NETWORK BENI	-riis
Eye Examination	Every 12 months, <b>Covered in full</b> after \$10 copayment
Eyeglasses	
	Every 12 months, Covered in full
Spectacle Lenses	For standard single-vision, lined bifocal, or trifocal lenses after \$15 copayment
	Every 24 months, Covered in full
	Any Fashion, Designer or Premier frame from Davis Vision's Collection' (value up to \$190)
	OR
Frames	\$40 wholesale allowance toward any other frame from provider
	OR
	\$130 retail allowance to go toward any frame from a Visionworks family of store locations. <sup>/5</sup>
Contact Lenses (in	lieu of eyeglasses)
	Every 12 months,
Contact Lens	Collection Contacts: Covered in full
Evaluation, Fitting & Follow Up Care	OR
	Non Collection Contacts: 15% discount <sup>3</sup>
	Every 12 months, Covered in full
	Any contact lenses from Davis Vision's Contact Lens Collection'
Cantant Laures	OR
Contact Lenses	\$110 retail allowance toward provider supplied contact lenses, plus 15% off balance <sup>(3)</sup>
	OR
	Visually required contacts covered in full with prior approval

MOST POPULAR OPTIONS	Without	With	
Savings based on in-network usage and average retail values.	Davis Vision	Davis Vision	
Scratch-Resistant Coating	\$45	\$0	
Polycarbonate Lenses	\$64	\$0/2-\$30	
Standard Anti-Reflective (AR) Coating	\$62	\$35	
Standard Progressives (no-line bifocal)	\$154	\$50	
Plastic Photosensitive (Transitions®/4)	\$123	\$65	

#### Lower costs and more hanefital C

Lower costs and mo	re benefits!	See the saving	g
Service	Without Davis Vision	With Davis Vision	
Eye Examination	\$100	\$10	
Lenses			
Bifocals	\$80	\$15	
Scratch-Resistant Coating	\$45	\$0	
Transitions®/4	\$123	\$65	- Carrier
Frame	\$100	\$0	
Total	\$448	\$90	

\$358

# **Davis Vision** plans offer...

#### Value for our Members

A comprehensive benefit ensuring low out-ofpocket cost to members and their families. Our goal is 100% member satisfaction.

#### Convenient Network Locations

A national network of credentialed preferred providers throughout the 50 states.

#### Freedom of Choice

Access to care through either our network of independent, private practice doctors (optometrists and ophthalmologists) or select retail partners.

#### Value-Added Features:

- Mail Order Contact Lenses Replacement contacts (after initial benefit) through DavisVisionContacts.com mail-order service ensures easy, convenient, purchasing online and quick, direct shipping to your door. Log on to our member Web site for details.
- Laser Vision Correction discounts of up to 25% off the provider's Usual & Customary fees, or 5% off advertised specials. whichever is lower.

#### Contact Info

For more details about the plan prior to enrolling. just log on to the Open Enrollment section of our Member site at davisvision.com or call 1.877.923.2847 and enter Client Code 7129.

ADDITIONAL LENS OPTIONS	WITHOUT DAVIS VISION	WITH DAVIS VISION	
All Ranges of Prescriptions and Sizes	\$90	\$0	
Plastic Lenses	\$33	\$0	
Oversized Lenses	\$20	\$0	
Tinting of Plastic Lenses	\$20	\$0	
Scratch-Resistant Coating	\$45	\$0	
Polycarbonate Lenses	\$64	\$0 <sup>/1</sup> or \$30	
Ultraviolet Coating	\$28	\$12	
Standard Anti-Reflective (AR) Coating	\$62	\$35	
Premium AR Coating	\$80	\$48	
Ultra AR Coating	\$113	\$60	
Intermediate-Vision Lenses	\$150	\$30	
Standard Progressive Addition Lenses	\$154	\$50	
Select Progressive Addition Lenses	\$248	\$70	
Premium Progressive Addition Lenses	\$248	\$90	
Ultra Progressive Addition Lenses	\$462	\$140	
High-Index Lenses	\$120	\$55	
Plastic Photosensitive Lenses	\$123	\$65	
Scratch Protection Plan (Single vision   Mult	ifocal lenses)	\$20   \$40	

<sup>1/</sup> Polycarbonate lenses are covered in full for dependent children, monocular patients and patients with prescriptions 6.00 diopters or greater.

#### **Out-of-Network Benefits**

You may receive services from an out-of-network provider, although you will receive the greatest value and maximize your benefit dollars if you select a provider who participates in the network. If you choose an out-of-network provider, you must pay the provider directly for all charges and then submit a claim for reimbursement to:

Vision Care Processing Unit P.O. Box 1525 Latham, NY 12110

#### **OUT-OF-NETWORK REIMBURSEMENT SCHEDULE**

Eye Examination up to \$35 | Frame up to \$35 Spectacle Lenses (per pair) up to: Single Vision \$25, Bifocal \$40, Trifocal \$55, Lenticular \$80 Elective Contacts up to \$110, Visually Required Contacts up to \$210

# MEDICAL, DENTAL, VISION MONTHLY DEDUCTIONS

If you earn \$25,000 or more, monthly payroll deductions are:				
	Single	Two Party	Family	
Blue Cross Blue Shield - High Option	\$252.32	\$479.86	\$640.92	
Blue Cross Blue Shield - Low Option	\$209.70	\$398.80	\$532.68	
Presbyterian – High Option	\$204.06	\$428.46	\$571.34	
Presbyterian – Low Option	\$169.60	\$356.10	\$474.82	
Dental – High Option	\$10.90	\$20.74	\$32.60	
Dental - Low Option	\$5.46	\$10.38	\$16.30	
Vision	\$2.50	\$4.18	\$5.66	

If you earn \$20,000 but less than \$25,000, monthly payroll deductions are:						
	Single	Two Party	Family			
Blue Cross Blue Shield - High Option	\$220.78	\$419.88	\$560.80			
Blue Cross Blue Shield - Low Option	\$183.48	\$348.96	\$466.10			
Presbyterian – High Option	\$178.54	\$374.90	\$499.92			
Presbyterian – Low Option	\$148.40	\$311.58	\$415.46			
Dental – High Option	\$9.54	\$18.16	\$28.52			
Dental – Low Option	\$4.78	\$9.08	\$14.26			
Vision	\$2.20	\$3.68	\$4.94			

If you earn \$15,000 but less than \$20,000, monthly payroll deductions are:						
	Single	Two Party	Family			
Blue Cross Blue Shield - High Option	\$189.24	\$359.90	\$480.70			
Blue Cross Blue Shield Low Option	\$157.26	\$299.10	\$399.52			
Presbyterian – High Option	\$153.04	\$321.34	\$428.50			
Presbyterian – Low Option	\$127.20	\$267.08	\$356.12			
Dental – High Option	\$8.18	\$15.56	\$24.44			
Dental – Low Option	\$4.10	\$7.78	\$12.22			
Vision	\$1.88	\$3.14	\$4.24			

If you earn less than \$15,000, monthly payroll deductions are:						
	Single	Two Party	Family			
Blue Cross Blue Shield – High Option	\$157.70	\$299.92	\$400.58			
Blue Cross Blue Shield – Low Option	\$131.06	\$249.24	\$332.92			
Presbyterian – High Option	\$127.52	\$267.78	\$357.08			
Presbyterian – Low Option	\$106.00	\$222.56	\$296.76			
Dental – High Option	\$6.82	\$12.96	\$20.38			
Dental – Low Option	\$3.42	\$6.50	\$10.18			
Vision	\$1.58	\$2.64	\$3.54			

# FOR ADDITIONAL LIFE INSURANCE AND LONG TERM DISABILITY **DEDUCTIONS, PLEASE SEE NEXT PAGE.**

The contribution rates are effective October 1, 2016 and represent the maximum employee contribution allowed by law. They are subject to change. Payroll deductions are made in advance of coverage (For example, September deductions pay for October coverage). Your deductions above represent about 1/3 of the total cost; your employer pays the rest. Your employer may have a customized payroll deduction table, so please verify your actual premiums with your Benefits/Human Resource Office.

# **MONTHLY DEDUCTION WORKSHEET**

"Calculate LTD and ADL Monthly Premiums" at nmpsia.com



# THE STANDARD ADDITIONAL (VOLUNTARY) LIFE (pages 18-19)

Age of Adult	Under 30	30-39	40-44	45-49	50-54	55-59	60-64	65-69	70 +	Child(ren)
Rate per \$1,000	\$.04	\$.06	\$.08	\$.12	\$.22	\$.34	\$.52	\$.78	\$1.02	\$.24/mo.

#### **EMPLOYEE PAYS 100% OF THE PREMIUM.**

To calculate your Additional Life monthly payroll deduction, follow

Example: Employee Age 46 earning \$34,666 choosing 3x for Employee Life Insurance and

nese steps:	enrolling Spouse Age 36 and Children			
Enter Annual Contracted Salary, rounded to next higher \$1,000	\$35,000			
Multiply by your selection (1x, 2x, or 3x) (Maximum amount \$500,000 without medical underwriting; \$600,000 if approved by medical underwriting)	3 x \$35,000 = \$105,000			
Divide by 1,000 (for # of units of \$1,000)	\$105,000 / \$1,000 = 105			
Multiply by the rate for Employee's age group to get the Employee Life Insurance deduction	Rate for ages 45-49 is \$.12 105 x \$.12 = \$12.60			
If insuring Spouse, enter the lesser of:  (a) 50% of your Additional Life Insurance or  (b) 1x your Annual Contracted Salary, rounded to the next higher \$1,000	Spouse amount limited to \$35,000 in this example because spouse amount may not exceed 1x Employee's Salary rounded to the next higher \$1,000			
Divide by 1,000 (for # of units of \$1,000)	\$35,000 / 1,000 = 35			
Multiply by the rate for Spouse's age group to get the deduction for Spouse Life	Rate for ages 30-39 is \$.06 35 x \$.06 = \$2.10			
If insuring Child(ren) for the Children's Additional Life Coverage of \$5,000, add \$.24	\$.24			
Add amounts in shaded rows for your total deduction for Additional Life	\$12.60 for \$105,000 on Employee \$ 2.10 for \$35,000 on Spouse \$ .24 for \$5,000 on Children \$14.94 per month			

# THE STANDARD LONG TERM DISABILITY PLAN (pages 21-22)

Benefit Waiting Period (as selected by your employer)	Monthly Premium
30 Day Wait	\$.58 per \$100 payroll
60 Day Wait	\$.34 per \$100 payroll
90 Day Wait	\$.28 per \$100 payroll

oo bay wan	4.20 per 4100 payron		
EMPLOYER MATCHES PREMIUM.  To calculate your LTD monthly payroll deduction, follow these step	Example: \$40,000 Salary, 30 Day Benefit Waiting Period		
Enter Contracted Annual Salary but not more than \$90,000	\$40,000		
Divide by Salary by 1200	\$40,000 / 1200 = \$33.34		
Multiply by plan rate from table.  This is the total monthly cost, which is shared between you and your employer.	\$33.34 x \$.58 = \$19.34		
Your share is: 40% if you earn \$25,000 or more 35% if you earn between \$20,000 and \$25,000 30% if you earn between \$15,000 and \$20,000 25% if you earn less than \$15,000	40% of \$19.34 = \$7.74 Sample monthly deduction at \$40,000 Salary		

NOTES



# NMPSIA CUSTOMER SERVICE TELEPHONE NUMBERS & WEBSITES

ELIGIBILITY/ENROLLMENT TOLL FREE WEBSITE PREMIUM BILLING/COBRA

Erisa Administrative Services, Inc. 1-800-233-3164 nmpsiaonline.nmpsia.com

(click on "Contact Us")

View your enrollment information by logging in to https://nmpsiaonline.nmpsia.com

MEDICALTOLL FREEWEBSITEBlueCross and BlueShield of New Mexico1-888-966-7742bcbsnm.com

Video Visits: mdlive.com/NMPSIA (or visit bcbsnm.com; log in as a member to locate the link)

Presbyterian 1-888-275-7737 phs.org

Video Visits: visit phs.org and click on "Login to MyPres" to locate link

PRESCRIPTION DRUGS

Express Scripts 1-800-498-4904 express-scripts.com

DENTAL

United Concordia 1-888-898-0370 unitedconcordia.com

VISION

Davis Vision 1-800-999-5431 davisvision.com

**LONG-TERM DISABILITY CLAIMS** 

The Standard 1-888-609-9763 standard.com

LIFE CLAIMS

The Standard 1-888-609-9763 standard.com

#### NMPSIA ADMINISTRATIVE OFFICE

Customer Service for Administrative Matters/Claim Issues/Appeals
410 Old Taos Highway . Santa Fe, NM 87501
1-800-548-3724 . 505-988-2736 . 505-983-8670 fax . **nmpsia.com** 



For Employer Use: MEDICAL DENTA PAYROLL DEDUCTIONS \$ \$	s vision \$		\$ DDITIONAL LIFE		rmer Employ red under NM		(mm/dd/yyyy)		Cvrg Eff. Date m/dd/yyyy)
New Me:	xico Public Schoo	ls Insuranc	ce Authority		Dis	trict/Entit	ty Name	D	istrict/Entity #
EMPI	OYEE ENROLLM	ENT APPL	CATION						
Eligibility Administrative				(505) 98	88-8943				
1 Social Security Number	Name (Last, First, Mic						Date	of Birth	(mm/dd/yyyy
Mailing Address			City		State	Zip Co	ode Hom	e Phone	Number
□S □M □F □M	SS By furnishing my e-mail add communications related to my pa nis box if you do not wish to	articipation in NMPSIA	's benefit program by	e-mail.	Work Ph	one Nu	imber Cell	Phone N	umber
	☐ Employee Only		(Employee +		or Child)		Family (Em	ployee +	2 or more
	our coverage offere			орошоо			, , , , , , , , , , , , , , , , , , , ,	, , , , ,	
☐ BASIC LIFE: The Standard (Paid in full by	_								
MEDICAL: Blue Cross Blue Shield NM (D			lew Mexico Heal	th Conne	ctions		ne Medical. R rage:		declining
☐ High Option (Default) ☐ Lo	ow Option		IMO Option		Aı	re you e	eligible for Me	dicaid? [	] Yes □ N
DENTAL: United Concordia ☐ High Option ☐ VISION: Davis Vision (2 year enrollment ☐ LONG TERM DISABILITY: The Standard ADDITIONAL LIFE: The Standard (Complete Schedule A Beneficiary Form)	required)  I Select:   1X		3X Base Annual S ife	Salary		Declin Declin Declin	ne Dental ne Vision ne Long Term ne Employee A ne Dependent	Additional	Life
DEPENDENT INFORMATION	List employee and							or each p	erson listed
Med Dntl Visn Add'l Life Dependent's Name		Social Secu Number (REQUIRE	urity Date of	Birth	Gender	Dep	pendent's ationship to	Birth,	of Marriage or Court Attached
					□ F □ N	И		0	′es □ No
					□ F □ N	И			′es □ No
					□ F □ N	Л			′es □ No
	<u> </u>				□ F □ N	Л			∕es □ No
5 EMPLOYEE AUTHORIZATION  I hereby authorize my school district/employer to deduct from	n my earnings until further writte				and the cond	ditions des	scribed in the Mas	er Group Ins ents. I autho	surance Policies orize the
for the coverage offered to myself and dependents shown at I authorize any hospital, physician, or other health care provinsurance Carrier to coordinate benefits and/or reimburseme supporting documentation, and to the best of my knowledge	der to furnish (when applicable) ints with other health plans or in and belief, they are true, correc	surance companies et, and complete. Re	arrier such medical inf s. Under penalties of p ead reverse side befo	perjury and i	nsurance frau	id, I decla			plication and
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for the coverage offered to myself and dependents shown at I authorize any hospital, physician, or other health care provi Insurance Carrier to coordinate benefits and/or reimburseme	der to furnish (when applicable) ints with other health plans or in and belief, they are true, correc	surance companies et, and complete. Re	arrier such medical inf s. Under penalties of p ead reverse side befo	perjury and in person of the signing DATE	nsurance frau	id, I decla			
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for the coverage offered to myself and dependents shown at l authorize any hospital, physician, or other health care provinsurance Carrier to coordinate benefits and/or reimburseme supporting documentation, and to the best of my knowledge  EMPLOYEE SIGNATURE  RETURN THIS FORM TO YOU	der to furnish (when applicable) ints with other health plans or in and belief, they are true, correc  R EMPLOYEE BENE	isurance companies it, and complete. Re EFITS OFFIC S SECTION IS REC	arrier such medical inf s. Under penalties of p ead reverse side before  E NO LATER  QUIRED TO DETERMI	DATE THAN 3	1 DAYS	FROM	I YOUR DAT	E OF H	DUGHLY.
for the coverage offered to myself and dependents shown at lauthorize any hospital, physician, or other health care proving Insurance Carrier to coordinate benefits and/or reimburseme supporting documentation, and to the best of my knowledge EMPLOYEE SIGNATURE  RETURN THIS FORM TO YOU  6 EMPLOYER CERTIFICATION	der to furnish (when applicable) ints with other health plans or in and belief, they are true, correc  R EMPLOYEE BENE  ALL INFORMATION IN THIS is an employee of my district/enti  # of hours worked weekly  Vari	isurance companies it, and complete. Re EFITS OFFIC S SECTION IS REC	arrier such medical inf s. Under penalties of p ead reverse side before  E NO LATER  QUIRED TO DETERMI	DATE THAN 3	1 DAYS  ILITY. PLEA	FROM	I YOUR DAT	TION THORN	DUGHLY.

Please read the NMPSIA Program Guide (provided to you by your employee benefits office) as you complete this change card.

This Guide outlines the NMPSIA Eligibility Rules and administrative guidelines for enrollment. If you do not have this Guide, you can obtain a copy from your school district/entity benefits office or at <a href="https://nmpsia.com">https://nmpsia.com</a>.

#### **ELIGIBILITY**

If you are reporting a change in status, you must turn in this form within 31 days from your qualifying event.

Contractors are not eligible to participate in NMPSIA coverage, except for one-bus owners. Fleet bus owners and their employees are not eligible to participate in NMPSIA coverage.

To be eligible for NMPSIA Group Coverage, you must work the minimum number of hours per week established by your employer. In most cases, employees are eligible for basic life insurance coverage when they work a minimum of 15 hours per week. In most cases employees are eligible for all other lines of coverage when they work a minimum of 20 hours per week. Variable hour, seasonal, or part-time employees should confirm eligibility for benefits with their Employee Benefits Office.

Basic life insurance coverage is effective the first day of the month following your date of hire -- first day actively at work on contract. If you meet this requirement, your employer will enroll you in basic life even if you decline (or are not eligible to participate) in any other line of NMPSIA coverage. Subject to the actively at work provision, the effective date for all your other lines of coverage is determined by your employer. This effective date can never be any sooner than your basic life effective date and can never be made retroactive (prior to the date you officially apply).

#### **SALARY INFORMATION**

NMPSIA uses your base annual salary to determine your additional life (ADL) coverage and long term disability (LTD) coverage. For ADL and LTD insurance purposes, your employer will not prorate your salary if you begin after the school year AND your employer will not include salary increments for other duties, such as coaching, department head, yearbook, etc.)

#### **ENROLLMENT**

You may only apply for the lines of NMPSIA coverage offered by your employer.

Please keep the following in mind:

- If you decline medical coverage within 31 days of becoming eligible, you may apply to enroll in NMPSIA medical coverage within 31 days from a qualifying event or special enrollment event, or enroll during open enrollment for dental/vision in the fall with an effective date of January 1st.
- · You may enroll as employee only for any line of NMPSIA coverage.
- If you enroll in vision coverage, you and each of your enrolled dependents must meet the 24-month enrollment requirement before you can cancel this coverage.
- If you enroll for ADL coverage, you may apply for coverage up to 1x, 2x, or 3x your base annual salary. You may also apply for life coverage for your spouse at the rate of 1x your salary or 50% of your additional life coverage, whichever is less. You may also insure your dependent children for \$5,000 of life coverage.
- If you decline ADL or LTD coverage, you may apply through the evidence of insurability process. The carrier will make a determination on this application.
- If you decline dental and/or vision coverage, you may not enroll late to
  either of these plans unless you apply within 31 days from
  involuntarily losing other dental and/or vision coverage, or enroll
  during the open enrollment for dental/vision in the fall with an effective
  date of January 1st.

Indicate the status (employee only, two-party, or family) for each line of coverage. If you enroll one eligible dependent, you must enroll all eligible dependents, unless one or more dependents have other coverage. When enrolling dependents, you may exclude a dependent from a particular line of NMPSIA coverage only if you provide evidence that the dependent you are excluding has that particular line of coverage elsewhere. In this case, evidence of the other coverage is required (i.e.,

letter of insurance verification, insurance ID card with dependent's name listed, etc.). If you are excluding a dependent and do not provide this evidence, the dependents you are enrolling will suffer a delay in coverage until such evidence is provided. There is a 61-day deadline from your effective date of coverage to provide such evidence.

If both you and your spouse work for the same employer or for another NMPSIA affiliated employer, you and your spouse cannot double insure each other and your dependents under the NMPSIA Group Plan for any line of NMPSIA coverage. (i.e., You work for Las Cruces Schools and carry family medical, dental, vision, additional life insurance coverage for yourself, your spouse, and your children. Your spouse who is employed with Deming Schools cannot apply for family coverage to insure him, you and your children for these lines of NMPSIA coverage since you already carry this NMPSIA coverage at Las Cruces Schools. You and your spouse may decide it is best to carry the additional life independent from each other, and then the children can be insured either under your plan or your spouse's plan.)

To enroll your spouse and/or your married or unmarried children (who are up to 26 years old) for any line of NMPSIA coverage offered by your employer, you will be required to present your employee benefits office with copies of the supportive documentation to prove eligibility for your dependents.

To enroll your spouse, present your official state publicly filed marriage certificate (from the County Clerk's Office). You may provide a chapel marriage certificate, but NMPSIA reserves the right to request the official state copy at any time. If you divorce, you must report this within 31 days and cancel coverage for your ex-spouse effective the last day of the month the divorce is final. You will be required to provide copies of certain pages of your final divorce decree. Covering an exspouse is considered misrepresentation.

To enroll your married or unmarried children (who are up to 26 years old) for any line of NMPSIA coverage offered by your employer, present their **official state publicly filed birth certificates** (from the Bureau of Vital Statistics). You may provide hospital birth certificates, but NMPSIA reserves the right to request the official state copy at any time.

Coverage for your dependents will begin on your effective date of coverage when you provide your employee benefits office with the appropriate supportive documentation at the time of application or prior to your coverage going into effect. You have 61 days from your effective date of coverage or 61 days from your qualifying event to provide the appropriate supportive documentation for your dependents, but their effective date of coverage will be on the first day of the month following the date your employee benefits office receives this documentation. Coverage for your dependents will not be made retroactive. If you do not provide this information within 61 days, you may apply to cover your dependents during the established open enrollment period in the fall for coverage that will become effective on January 1.

**Medical and Prescription Drug Coverage** – If you enroll in the medical plan, you are automatically enrolled in the Prescription Drug Program. You will receive a separate ID card from the NMPSIA Prescription Drug Manager to purchase your prescription drugs.

#### **BENEFICIARY INFORMATION**

Complete a **Schedule A** form to make your selection(s) for your beneficiary for basic life and/or additional life coverage. You may change your beneficiary designation at any time. If you do not designate a beneficiary for your life insurance, the life insurance carrier will apply its established processes to determine the individual(s) entitled to your life benefit.

#### CONFIRMATION OF ENROLLMENT

Once your enrollment has been processed, the NMPSIA Eligibility Administrative Office will email you or mail you a Confirmation of Enrollment Notice to your home (and to your employer). Please review this confirmation notice carefully and report any discrepancies to your Employee Benefits Office or to the NMPSIA Eligibility Administrative Office at 1 (800) 233-3164.

If you do not provide your employer with all of the appropriate documentation necessary to finalize your enrollment request, you will be contacted for the appropriate documentation. Please be sure to adhere to all deadlines associated with this request.



## MONTHLY CONTRIBUTIONS EFFECTIVE OCTOBER 1, 2016

(New Mexico Health Connections HMO effective 1/1/2017)

# NEW MEXICO PUBLIC SCHOOLS INSURANCE AUTHORITY (NMPSIA)

THE STANDARD: BASIC LIFE

**ACCIDENTAL DEATH & DISMEMBERMENT** 

Employer pays 100% of premium

\$10,000 Life/AD&D	\$0.94 per month
\$25,000 Life/AD&D	\$2.36 per month
\$50,000 Life/AD&D	\$4.70 per month

THE STANDARD: ADDITIONAL LIFE (Employee, Spouse, & Children) and AD&D (Employee Only)
Employee pays 100% of premium

Person's Age	Rate per \$1,000
under 30	\$0.04
30 – 39	\$0.06
40 – 44	\$0.08
45 – 49	\$0.12
50 - 54	\$0.22
55 – 59	\$0.34
60 - 64	\$0.52
65 – 69	\$0.78
70 & over	\$1.02
Child(ren)	\$0.24/mo.

THE STANDARD: LONG TERM DISABILITY

**Employer matches premium** 

 30 Day Wait
 \$0.58 per \$100 payroll

 60 Day Wait
 \$0.34 per \$100 payroll

 90 Day Wait
 \$0.28 per \$100 payroll

HEALTH COVERAGES Employer matches premium (see reverse side)	<u>Single</u>	Two Party	<u>Family</u>
Blue Cross Blue Shield New Mexico - High Option	\$630.80	\$1,199.68	\$1,602.32
Blue Cross Blue Shield New Mexico – Low Option	\$524.24	\$997.02	\$1,331.72
New Mexico Health Connections – HMO (effective 1/1/2017)	\$567.72	\$1,079.70	\$1,442.08
Presbyterian – High Option	\$510.14	\$1,071.16	\$1,428.36
Presbyterian – Low Option	\$424.00	\$890.26	\$1,187.06
United Concordia Dental – High Option	\$27.24	\$51.86	\$81.48
United Concordia Dental – Low Option	\$13.64	\$25.96	\$40.74
Davis Vision Plan	\$6.26	\$10.48	\$14.14

(Please see the reverse side for Monthly Payroll Deductions for Health Coverages)

MONTHLY COST SHAR MINIMUM CONTRIBUT	S EFFECTIVE OCTOBER 1, 2016 ING based on salary and EMPLOYER ION REQUIREMENTS set forth in NM State Statute	\$15,000 25%/75%	\$15,000 - \$19,999 30%/70%	\$20,000 - \$24,999 35%/65%	\$25,000 and Over 40%/60%
MEDICAL	Single (employee deduction)	\$157.70	\$189.24	\$220.78	\$252.32
BCBS	Single (district contribution)	\$473.10	\$441.56	\$410.02	\$378.48
High Option	Two Party (employee deduction)	\$299.92	\$359.90	\$419.88	\$479.8
*	Two Party (district contribution)	\$899.76	\$839.78	\$779.80	\$719.8
	Family (employee deduction)	\$400.58	\$480.70	\$560.80	\$640.9
	Family (district contribution)	\$1,201.74	\$1,121.62	\$1,041.52	\$961.4
BCBS	Single (employee deduction)	\$131.06	\$157.26	\$183.48	\$209.7
Low Option	Single (district contribution)	\$393.18	\$366.98	\$340.76	\$314.5
	Two Party (employee deduction)	\$249.24	\$299.10	\$348.96	\$398.8
	Two Party (district contribution)	\$747.78	\$697.92	\$648.06	\$598.2
	Family (employee deduction)	\$332.92	\$399.52	\$466.10	\$532.6
	Family (district contribution)	\$998.80	\$932.20	\$865.62	\$799.0
New Mexico Health	Single (employee deduction)	\$141.92	\$170.30	\$198.70	\$227.0
Connections - HMO	Single (district contribution)	\$425.80	\$397.42	\$369.02	\$340.6
(effective 1/1/2017)	Two Party (employee deduction)	\$269.92	\$323.90	\$377.88	\$431.8
	Two Party (district contribution)	\$809.78	\$755.80	\$701.82	\$647.8
	Family (employee deduction)	\$360.52	\$432.62	\$504.72	\$576.8
	Family (district contribution)	\$1,081.56	\$1,009.46	\$937.36	\$865.2
Presbyterian	Single (employee deduction)	\$127.52	\$153.04	\$178.54	\$204.0
High Option	Single (district contribution)	\$382.62	\$357.10	\$331.60	\$306.0
	Two Party (employee deduction)	\$267.78	\$321.34	\$374.90	\$428.4
	Two Party (district contribution)	\$803.38	\$749.82	\$696.26	\$642.7
	Family (employee deduction)	\$357.08	\$428.50	\$499.92	\$571.3
	Family (district contribution)	\$1,071.28	\$999.86	\$928.44	\$857.0
Presbyterian	Single (employee deduction)	\$106.00	\$127.20	\$148.40	\$169.6
Low Option	Single (district contribution)	\$318.00	\$296.80	\$275.60	\$254.4
	Two Party (employee deduction)	\$222.56	\$267.08	\$311.58	\$356.1
	Two Party (district contribution)	\$667.70	\$623.18	\$578.68	\$534.1
	Family (employee deduction)	\$296.76	\$356.12	\$415.46	\$474.8
	Family (district contribution)	\$890.30	\$830.94	\$771.60	\$712.2
DENTAL	Single (employee deduction)	\$6.82	\$8.18	\$9.54	\$10.9
United Concordia	Single (district contribution)	\$20.42	\$19.06	\$17.70	\$16.3
High Option	Two Party (employee deduction)	\$12.96	\$15.56	\$18.16	\$20.7
ingli option	Two Party (district contribution)	\$38.90	\$36.30	\$33.70	\$31.1
	Family (employee deduction)	\$20.38	\$24.44	\$28.52	\$32.6
	Family (district contribution)	\$61.10	\$57.04	\$52.96	\$48.8
United Concordia	Single (employee deduction)	\$3.42	\$4.10	\$4.78	
Low Option	Single (district contribution)	\$10.22	\$9.54	\$8.86	<b>\$5.4</b> \$8.1
	Two Party (employee deduction)	\$6.50		\$9.08	\$10.3
	Two Party (district contribution)	\$19.46	<b>\$7.78</b> \$18.18	\$16.88	\$10.3
	Family (district contribution)	\$10.18 \$30.56	\$12.22	\$14.26 \$26.48	\$16.3
VICION	Family (district contribution)	\$30.56	\$28.52	\$26.48	\$24.4
VISION Davis Vision	Single (employee deduction)	\$1.58	\$1.88	\$2.20	\$2.5
Davis Vision	Single (district contribution)	\$4.68	\$4.38	\$4.06	\$3.7
	Two Party (employee deduction)	\$2.64	\$3.14	\$3.68	\$4.1
	Two Party (district contribution)	\$7.84	\$7.34	\$6.80	\$6.3
	Family (employee deduction)	\$3.54	\$4.24	\$4.94	\$5.6
	Family (district contribution)	\$10.60	\$9.90	\$9.20	\$8.4

## **Crystal Garcia**

From: Andrew Trujillo <atrujillo@pomsassoc.com>
Sent: Wednesday, October 26, 2016 10:34 AM

To: eric.martinez@k12espanola.org; EricV.Martinez@k12espanola.org

**Subject:** FW: Poms Ladder Safety Training **Attachments:** Espanola Ladder Safety.pdf

# **ANDREW TRUJILLO, CPSI**

**Risk Services Consultant** 



Poms & Associates Risk Services

320 Osuna Rd NE

Suite C-1

Albuquerque, NM 87107 Office: 505-797-1354 Cell: 505-306-0981

Email: atrujillo@pomsassoc.com

From: James Vautier

**Sent:** Sunday, September 18, 2016 6:50 AM **To:** EricV.Martinez@k12espanola.org

Cc: Andrew Trujillo <atrujillo@pomsassoc.com>

Subject: Poms Ladder Safety Training

Hello Mr. Martinez,

Jim from Poms here. As discussed, I've attached the letter outlining the training and recommendations provided by Andrew Trujillo last week.

Please don't hesitate to contact either of us if there are any questions or concerns.

Be safe,

James Vautier Senior Manager – Safety & Security jvautier@pomsassoc.com

**Poms & Associates Risk Services** 

320 Osuna Rd NW, Suite C-1 • Albuquerque, NM; 87107 direct (505) 480-1175 • office (505) 933.6287 • fax (505) 797.1432 www.pomsassoc.com



September 15, 2016

Subject: Ladder Safety Awareness

Española Valley High School:

## **Topics Covered:**

- 1. Hazard Awareness.
- 2. Electrocution Hazards.
- 3. Maximum intended capacities.
- 4. Improper Use.
- 5. How to inspect a ladder.
- 6. Correct procedures for erecting a ladder & correct angle position.
- 7. How to determine the correct length of ladder needed for the height required.
- 8. Types of different ladders.

#### Recommendations for District:

Replace faulty ladders and remove damaged ladders from entire school district.

Locate the highest levels needed to be accessed, to figure out what sizes of ladders you need to purchase. Note: Look into the "Platform" ladder style for the most frequent use in the School district.

Your NMPSIA Risk Consultant is Jim Dorn 505-227-3005

Thank you for having me as a quest speaker/Trainer, I really enjoyed your crew and all their participation.

Life is two short NOT to be safe!

Andrew Trujillo, CPSI, CSHO, SSH

Risk Services Consultant

## **Crystal Garcia**

From: Candice Harrison < candice.harrison@k12espanola.org>

Sent: Wednesday, October 26, 2016 12:39 PM

To: Eric V. Martinez; Myra Martinez

Subject: RE: SSA - Espanola Public Schools - San Juan Elementary School

Attachments: image001.png; NMPSIA Summary.pdf

Good Afternoon Supt. Martinez and Mrs. Martinez,

Attached please find a summary of progress based on the NMPSIA Inspection 9/20/2016.

If you need any further information or require anything else from me, please let me know.

Candice

From: Eric V. Martinez

Sent: Tuesday, October 25, 2016 4:10 PM To: Myra Martinez; Candice Harrison

Subject: FW: SSA - Espanola Public Schools - San Juan Elementary School

Importance: High

Mrs. Martinez and Mrs. Harrison,

Please meet and discuss the attached safety audit information. Assess the issues of concern identified in the safety audit. Identify the areas of concern that have been addressed and identify the areas of concern that have not been addressed. Approximately one month has passed and procedures should be in place to address many concerns. The facility issues that are outstanding should also be identified. You are expected to collaborate and review all areas requiring corrective action. Provide a summary report by Wednesday November 2, 2016. The summary report will identify areas that have been resolved and areas in need of correction. Thank you, Eric V. Martinez EPS Superintendent.

From: Susan Baca-Garcia [mailto:sbaca-garcia@pomsassoc.com]<mailto:[mailto:sbaca-garcia@pomsassoc.com]>

Sent: Thursday, October 20, 2016 9:56 AM To: Eric V. Martinez; Candice Harrison

Cc: James Vautier

Subject: SSA - Espanola Public Schools - San Juan Elementary School

Importance: High

Mr. Martinez & Ms. Harrison:

Attached is the Site Security Assessments prepared for San Juan Elementary School by James Vautier, Safety & Security Consultant, for Poms & Associates, on September 16, 2016.

Should you have questions or if we can be of further assistance with safety and/or risk related matters, please feel free to contact Mr. Vautier or myself at (505) 797-1354.

\*\* Please note, Mr. Vautier will follow-up with you in the next 30 days.

Thank You,

Susan Baca-Garcia
Office Manager/Loss Control Assistant
[Poms\_25Logo\_Final]

Poms & Associates Risk Services
320 Osuna NE, Suite C-1 | Albuquerque, NM 87107
505-797-1354 | Fax 505-797-1432
sbaca-garcia@pomsassoc.com<mailto:sbaca-garcia@pomsassoc.com>

www.pomsassoc.com<a href="http://www.pomsassoc.com/">www.pomsassoc.com</a>

CONFIDENTIALITY NOTICE: This e-mail transmission, and any documents, files or previous e-mail messages attached to it, may contain confidential information that may be privileged. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this message is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify us by reply e-mail or by telephone, and destroy the original transmission and its attachments without reading them or saving them to disk. Thank you.

#### SUMMARY OF PROGRESS ON NMPSIA INSPECTION 9/20/2016

This summary was completed 10/26/2016

#### Item # EXTERIOR

- 1 No Fire Lanes only handicapped spots were added, not appropriately striped or signed
- 2 In Progress: Holes covered, deteriorated concrete and asphalt not addressed
- 3 In Progress: Locks and chains have been provided, the west gates in front of primary need to be balanced or adjusted so they slide easily gates in front of parking lot have missing locks and chains, pedestrian gate in front of school has no lock

  BUILDINGS
- 4 No: Exterior lighting is not adequate at night, parking lot is uneven and poses a lot of trip hazards at night. Back of school is dark-light does not w
- 5 Nothing has been done by the District on bldg exteriors
- 6 No: Handicapped access no longer working on primary bldg secured, handicapped door in primary is no longer working Gym door (panic hardward) no longer works, gym cannot be secured (on-site security is aware, WO's placed)
- 7 In progress: Most stained ceiling tiles have been replaced, roof of gym & library was re-caulked as a temporary fix in August
- 8 In Progress: Most missing ceiling tiles have been replaced, wrong type of ceiling tiles in concession stand, cannot prepare food Health Dept will I
- 9 No: cracked and missing linoleum, carpeting is some classrooms is loose and poses a trip hazard.
- 10 No doors not working properly
- 11 No
- 12 No
- 13 Yes done
- 14 No and this includes the computer server room
- 15 No
- 16 No I have not seen any documentation
- 17 No
- 18 In progress
- 19 In progress: painted, not properly striped or signed
- 20 In progress: graffiti powerwashed off outside buildings, benches in gym bathrooms are permanently defaced
- 21 No: Traffic flow, security during day, 'All Call' not working in all classrooms, condemned bldg still on campus, playground equip broken

# GENERAL CONDITIONS INSPECTION

Contact: Candice Harrison, Principal

Auditor: James Dorn

Member Agency: Espanola Public Schools

JPA Client: NMPSIA

Inspection Concluded: September 20, 2016

Hazard Type	Hazard Scope	<b>Hazard Urgency</b>	Capital
1 – Egress Issue	A - Facilities/Planning	I – Immediate	C - Capital
2 - Injury Hazard	B – Custodial or	H – High	NC - Non-
3 - Property Loss	Maintenance	M – Medium	Capital
4 - Regulatory or	C - Policy and/or	L – Low	
Legal Issue	Procedures	O – Ongoing /	
5 – Accepted Best	D - Employee Practices	Preventative	
Practices			

Exte	erior Areas	Yes	No	NA	Priority	Recon	nmendations
1	Are parking areas paved, striped, and signed as appropriate, and free of vehicles parked in unauthorized locations?		X		4 - A - M - C		2016-001
2	Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?		X		2,3,4 - B - M 2,4,5 - B - H 2,4 - B - M -	- C	2016-002 2016-003 2016-004
3	Is fencing provided, and are fences and gates of an appropriate type and condition?		Х		2,3,4 - A,B -	M - C	2016-005
Bui	ding Conditions	Yes	No	NA	Priority	Recor	nmendations
4	Does interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?		X		2,4 - B - M - 5 - B - L - C 2,4 - B - O -		2016-006 2016-007 2016-008
5	Do building structures and finish materials appear to be in good condition and free of visible deterioration?		Х		3,5 - B - O - 3,4 - A,B - L 3,4 - A,B - N 3,4 - A,B - N	C - C 1 - C	2016-009 2016-010 2016-011 2016-012

6	Do doors, windows, and glass appear to be of an appropriate type and condition?		Х		1,5 - B - M - C	2016-013
7	Was the building free of apparent leaks or other obvious water intrusion?		Х		3,4 - B - M - C	2016-014
8	Do walls and ceilings appear to be of an appropriate type and condition?		Х		2,3,4 - B - M - 2,3,4 - B,C - M	
9	Are floors and floor coverings of an appropriate type and condition?		Х		2,4 - A,B - M -	C 2016-017
Doo	rs, Exits, and Means of Egress	Yes	No	NA	Priority R	ecommendations
10	Are exits and exit paths unobstructed and regularly inspected, and are doors free of inappropriate locks?		X		1,4 - B,C,D - H NC	
11	Are "EXIT" and "NOT AN EXIT" signs installed?		Х		1,4 - A,B - H -	C 2016-019
Asse	embly Areas	Yes	No	NA	Priority F	Recommendations
12	Is the occupancy limit conspicuously posted in each assembly area?		X		1,4 - A - H - No	2016-020
Eme	ergency Action Equipment & Systems	Yes	No	NA	Priority F	Recommendations
13	Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with service tags?		Х		3,4,5 - B,C - M NC 3,4 - B,C,D - M NC	
Med	chanical and Utility Systems	Yes	No	NA	Priority F	Recommendations
14	Are electrical panels and utility shutoff switches and valves		Х		3,4,5 - B,D - N NC 4 - B - M - C	
	unobstructed, properly labeled or identified, and protected from tampering; and do visible system components appear to be in good condition?					2010 024

16	Are HVAC systems and compressors in good condition, properly maintained, and permitted as required?		X				2016-026 2016-027
17	Are plumbing systems and fixtures in good condition and free from damage or leaking?		Х		2,4 - B - M	- C	2016-028
Hou	sekeeping and Storage Practices	Yes	No	NA	Priority	Reco	mmendations
18	Is the premises free of the accumulation of trash, debris, or the unsafe storage of combustibles?		X		3,4 - A,B - 0	O - C	2016-029
Disa	bled Access	Yes	No	NA	Priority Recommend		mmendations
19	Are an appropriate number of parking spaces designated for disabled persons, and are they properly designed, constructed, and signed?		X		4 - A,B - M	- C	2016-030
Gen	eral Conditions – Other	Yes	No	NA	Priority	Reco	mmendations
20	Is the site free of graffiti or other signs of vandalism?		Х		3,5 - B - O -	- С	2016-031
21	Are other general conditions free of		X		2,3,4 - B - N	И - C	2016-032
					2,4 - A,B - I	M-C	2016-033
	apparent hazards or concerns?		1		2,4 - A,D - 1	VI - C	2010-033

STATE OF NEW MEXICO COUNTY OF SANTA FE FIRST JUDICIAL DISTRICT

LEONARD GURULE AND MARCELLA MONTOYA, As Parents, Next Friends and Guardians of DAVID GURULE, a minor,

Plaintiffs,

٧.

	D-101-CV-2016-02155	
No.		
IYU,		

BOARD OF EDUCATION OF THE ESPAÑOLA PUBLIC SCHOOLS AND THE ESPAÑOLA PUBLIC SCHOOL DISTRICT,

Defendants.

### **COMPLAINT FOR NEGLIGENCE AND DAMAGES**

COME NOW, Plaintiffs Leonard Gurule and Marcella Montoya, as parents, next friends, and guardians of David Gurule, a minor, and for Plaintiffs' Complaint for Negligence and Damages state as follows:

#### PARTIES, JURISDICTION AND VENUE

- 1. Plaintiffs Leonard Gurule and Marcella Montoya are the biological parents, next friends and guardians of David Gurule, a minor. At all times material hereto, Plaintiffs were residents of La Puebla, Santa Fe County, New Mexico and are the proper parties to bring this action as parents, next friends, and guardians of David Gurule, a minor.
- 2. Defendant Board of Education of the Española Pubic Schools (hereinafter "Defendant EPS") is a local school board and political subdivision which is organized under the laws of the State of New Mexico and operates, manages, and governs the Española Pubic Schools.

- Defendant EPS maintains its office in Española, County of Rio Arriba, New Mexico.
   Pursuant to the provisions of § 22-5-4(E), NMSA 1978, Defendant has the capacity to sue and be sued.
- 4. Defendant Española Public School District is a school district organized under the laws of the State of New Mexico.
- Plaintiffs provided timely tort claims notice of the personal injury claims that arose from this incident pursuant to § 41-4-16, NMSA 1978, by letter dated November 25, 2014 to the school superintendent.
- 6. This matter is brought pursuant to § 41-4-6, NMSA 1978 for the negligent maintenance and operation of the school grounds which were owned and operated by Defendant EPS.
- 7. This Court has jurisdiction in accordance with the laws of the State of New Mexico.

### **FACTUAL ALLEGATIONS**

- 8. On September 10, 2014, David Gurule, a minor, was a student at Sombrillo Elementary School.
- 9. David Gurule was eight years old at the time of the incident referenced herein.
- 10. Upon information and belief, the students in Plaintiff David Gurule's class were overseen and supervised by a substitute teacher.
- 11. At some point during the school day, Plaintiff David Gurule and his classmates were escorted by their teacher to the school's playground for recess.
- 12. The students were allowed to play on various playground equipment.
- 13. Plaintiff David Gurule and other students decided to play on a piece of playground equipment, which was elevated above ground, causing a dangerous condition because the students crowded onto the equipment.

- 14. At some point, two male students, who were on the play structure with Plaintiff David Gurule, began fighting and wrestling, or otherwise rough-housing, with one another.
- 15. One student pushed the other male student in Plaintiff David Gurule's direction causing the students to collide.
- 16. Plaintiff David Gurule forcefully fell off the play structure onto the ground.
- 17. One of the students then fell on top of Plaintiff David Gurule.
- 18. Plaintiff David Gurule sustained serious injuries to his leg, to include a broken tibula and fibula, requiring medical treatment and causing him to miss three months of school.
- 19. Upon information and belief, the substitute teacher allowed the students to create the dangerous condition of overcrowding by failing to adequately oversee the students' use of playground equipment.
- 20. Upon information and belief, the substitute teacher ignored the students while texting on her cell phone.

#### **COUNT I: NEGLIGENCE**

- 21. Plaintiffs incorporate by reference the allegations set forth in Paragraphs 1-20 as though fully set forth herein.
- 22. At all times relevant hereto, Defendants owed a duty to operate and maintain the premises and equipment of Sombrillo Elementary School in a safe and careful manner, including control of the students and the playground equipment.
- 23. Defendants breached their duty to Plaintiffs by, including but not limited to:
  - a. Creating a dangerous and/or unsafe condition by allowing students to crowd upon playground equipment which was above the ground;

- Allowing students to create a hazardous condition by fighting, wrestling or otherwise rough-housing on the elevated playground equipment;
- c. Inadequately supervising the student's use of the playground equipment;
- d. Failing to ensure that substitute teaching staff was properly trained to oversee student's use of playground equipment;
- e. Failing to implement and/or otherwise institute safety policies and procedures to ensure proper and safe use of playground equipment by students and teaching staff.
- 24. As a direct and proximate result of Defendants' breach of duty, Plaintiff David Gurule has and will continue to suffer injuries and damages as set forth herein, including special damages and damages for past and future pain and suffering, past and future emotional distress, past and future medical treatment expenses, past and future loss of enjoyment of life, and other damages as allowed by law and in amounts to be determined at trial.

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- a. For compensatory damages in an amount to be proved at trial;
- b. For pre-judgment and post-judgment interest as allowed by law;
- c. For court costs; and
- d. For such other and further relief as this Court deems just and proper.

# Respectfully submitted by:

# CRUZ LAW OFFICE, LLC

/s/ Ernestina R. Cruz ERNESTINA R. CRUZ, ESQ. P.O. Box 2569 Taos, New Mexico 87571 (575) 758-7958 (Telephone) (575) 613-7174 (Facsimile) tina.cruz@cruzlaw-nm.com STATE OF NEW MEXICO COUNTY OF SANTA FE FIRST JUDICIAL DISTRICT

LEONARD GURULE AND MARCELLA MONTOYA, As Parents, Next Friends and Guardians of DAVID GURULE, a minor,

Plaintiffs,

٧.

	D-101-C	V-2016-02	155
No.			
INU.	The same of the sa		

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- 24. As a direct and proximate result of Defendants' breach of duty, Plaintiff David Gurule has and will continue to suffer injuries and damages as set forth herein, including special damages and damages for past and future pain and suffering, past and future emotional distress, past and future medical treatment expenses, past and future loss of enjoyment of life, and other damages as allowed by law and in amounts to be determined at trial.

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

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- c. For court costs; and
- d. For such other and further relief as this Court deems just and proper.

# Respectfully submitted by:

# CRUZ LAW OFFICE, LLC

/s/ Ernestina R. Cruz ERNESTINA R. CRUZ, ESQ. P.O. Box 2569 Taos, New Mexico 87571 (575) 758-7958 (Telephone) (575) 613-7174 (Facsimile) tina.cruz@cruzlaw-nm.com

# **Crystal Garcia**

From:

Larry Lazar < llazar@pomsassoc.com>

Sent:

Friday, November 04, 2016 2:27 PM

To:

EricV.Martinez@k12espanola.org

Cc:

Risk Services

Subject:

Espanola Public Schools: 2016-2017 Independent School Bus Inspectors Liability

Renewal

**Attachments:** 

Espanola.pdf

November 4, 2016

# INDEPENDENT SCHOOL BUS INSPECTORS OF THE STATE OF NEW MEXICO

Professional Liability Insurance Policy # E0000000707-22

Policy Period: 10/31/2016-10/31/2017

Attached please find the invoice for your school's share of the cost of the 2016-2017 Bus Inspectors Liability Insurance. This insurance provides professional liability coverage for the independent bus inspectors who inspect all buses operated by or on behalf of all NMPSIA members and Albuquerque Public Schools.

The aggregate limit of liability is \$2,000,000, with a \$2,500 deductible. The cost of coverage includes premium, state taxes, and fees. Your share is based upon the number of buses used by your school, as reported to our office as part of the renewal questionnaire. The amount shown on the invoice covers all buses operated by or on behalf of your school and includes both route and activity buses. Since the inspection covers matters related to safety and road worthiness, the inspection costs are the same regardless of how the bus is used. The policy period is October 31, 2016 - October 31,2017.

Due Date: November 15, 2016

Payee: Poms & Associates

Mailing Address: P.O. Box 80517, City of Industry, CA 91716-8517

For additional information regarding this program or if you believe you have received this email in error, please contact a representative of your NMPSIA Insurance Team.

## Larry Lazar, Account Manager

Direct: (818) 449-9336

Toll Free: (800) 578-8802, ext. 336

Fax: (818) 449-9449

Email: <u>llazar@pomsassoc.com</u>

Jessie Monterrosa, Sr. Account Manager

Direct: (818) 449-9369

Toll Free: (800) 578-8802, ext. 336

Fax: (818) 449-9449

Email: jmonterrosa@pomsassoc.com

# Larry Lazar, CIC, CISR Account Manager, Risk Services



Poms & Associates Insurance Brokers 5700 Canoga Ave. Suite 400 | Woodland Hills, CA 91367 818-449-9336 | Fax 818-449-9449 | www.pomsassoc.com CA License #0814733

# **Poms & Associates Insurance Brokers**

P.O. Box 80517 City of Industry, CA 91716-8517

> Espanola Public Schools 714 Don Diego St. Espanola, NM 87532-0000

# INVOICE

Customer	Espanola Public Schools	
		78
Date	11/03/2016	
Customer Service	David Poms Jessenia Monterrosa	
Page	1 of 1	

Payment Information				
Invoice Summary	212.87			
Payment Amount				
Payment for:	Invoice#294473			
EO000000707-22				

**Thank You** 

#### Please detach and return with payment

Customer: Espanola Public Schools

Invoice	Effective	Transaction	Description	Amount
294473-35	10/31/2016	Renew policy	Policy #E0000000707-22 10/31/2016-10/31/2017 Admiral Insurance All Buses - Renew policy Surplus Lines Tax - Renew policy Wholesale Bro. Fee - Renew policy Due Date: 11/15/2016	201.47 6.05 5.35

Total 212.87

Thank You

PLEASE NOTE OUR NEW REMITTANCE ADDRESS: POMS & ASSOCIATES, P.O. Box 80517, City of Industry, CA 91716-8517. INCLUDE A COPY OF THIS INVOICE WITH PAYMENT. If wiring payment, wire to: PACIFIC MERCANTILE BANK Credit to: POMS & ASSOCIATES Account#004722809, Rounting#122242869. TO ENSURE YOUR ACCOUNT IS PROPERTY CREDITED, PLEASE REFERENCE: Your Invoice number AND your Named Insured. Overnight delivery: Attn: Lockbox # 80517, 19935 E Walnut DR. N, Walnut, CA 91789-2818

Poms & Associates Insurance Brokers	Date
P.O. Box 80517	11/03/2016
City of Industry, CA 91716-8517	11/03/2016

#### **Poms & Associates Insurance Brokers**

P.O. Box 80517 City of Industry, CA 91716-8517

> Uplift Community School 406 State Highway 564 Gallup,, NM 87301

# INVOICE

Customer	Uplift Community School	
		5863
Date	11/03/2016	
Customer Service	David Poms Jessenia Monterrosa	
Page	1 of 1	

Paym	ent Information
Invoice Summary	5.07
Payment Amount	
Payment for:	Invoice#294473
EO000000707-22	

**Thank You** 

Please detach and return with payment

Customer: Uplift Community School

Invoice	Effective	Transaction	Description	Amount
473-116	10/31/2016	Renew policy	Policy #E0000000707-22 10/31/2016-10/31/2017 Admiral Insurance All Buses - Renew policy Surplus Lines Tax - Renew policy Wholesale Bro. Fee - Renew policy Due Date: 11/15/2016	4.8 0.1 0.1
				Total

5.07

Thank You

PLEASE NOTE OUR NEW REMITTANCE ADDRESS: POMS & ASSOCIATES, P.O. Box 80517, City of Industry, CA 91716-8517. INCLUDE A COPY OF THIS INVOICE WITH PAYMENT. If wiring payment, wire to: PACIFIC MERCANTILE BANK Credit to: POMS & ASSOCIATES Account#004722809, Rounting#122242869. TO ENSURE YOUR ACCOUNT IS PROPERTY CREDITED, PLEASE REFERENCE: Your Invoice number AND your Named Insured. Overnight delivery: Attn: Lockbox # 80517, 19935 E Walnut DR. N, Walnut, CA 91789-2818

Poms & Associates Insurance Brokers	Date
P.O. Box 80517 City of Industry, CA 91716-8517	11/03/2016

#### **Crystal Garcia**

From: Larry Lazar < llazar@pomsassoc.com>
Sent: Friday, November 04, 2016 5:25 PM

To: Sean D. Fry

Cc: EricV.Martinez@k12espanola.org

Subject: Uplift Community School: 2016-2017 Independent School Bus Inspectors Liability

Renewal

Attachments: Uplift.pdf

November 4, 2016

#### INDEPENDENT SCHOOL BUS INSPECTORS OF THE STATE OF NEW MEXICO

Professional Liability Insurance Policy # E0000000707-22

Policy Period: 10/31/2016-10/31/2017

Attached please find the invoice for your school's share of the cost of the 2016-2017 Bus Inspectors Liability Insurance. This insurance provides professional liability coverage for the independent bus inspectors who inspect all buses operated by or on behalf of all NMPSIA members and Albuquerque Public Schools.

The aggregate limit of liability is \$2,000,000, with a \$2,500 deductible. The cost of coverage includes premium, state taxes, and fees. Your share is based upon the number of buses used by your school, as reported to our office as part of the renewal questionnaire. The amount shown on the invoice covers all buses operated by or on behalf of your school and includes both route and activity buses. Since the inspection covers matters related to safety and road worthiness, the inspection costs are the same regardless of how the bus is used. The policy period is October 31, 2016 - October 31,2017.

Due Date: November 15, 2016

Payee: Poms & Associates

Mailing Address: P.O. Box 80517, City of Industry, CA 91716-8517

For additional information regarding this program or if you believe you have received this email in error, please contact a representative of your NMPSIA Insurance Team.

#### Larry Lazar, Account Manager

Direct: (818) 449-9336

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#### Jessie Monterrosa, Sr. Account Manager

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#### Larry Lazar, CIC, CISR Account Manager, Risk Services



Poms & Associates Insurance Brokers 5700 Canoga Ave. Suite 400 | Woodland Hills, CA 91367 818-449-9336 | Fax 818-449-9449 | www.pomsassoc.com CA License #0814733 STATE OF NEW MEXICO COUNTY OF SANTA FE FIRST JUDICIAL DISTRICT

٧.

LEONARD GURULE AND MARCELLA MONTOYA, As Parents, Next Friends and Guardians of DAVID GURULE, a minor,

Plaintiffs,

	D-101-CV-20	16-02155
No.		

BOARD OF EDUCATION OF THE ESPAÑOLA PUBLIC SCHOOLS AND THE ESPAÑOLA PUBLIC SCHOOL DISTRICT,

Defendants.

#### **COMPLAINT FOR NEGLIGENCE AND DAMAGES**

COME NOW, Plaintiffs Leonard Gurule and Marcella Montoya, as parents, next friends, and guardians of David Gurule, a minor, and for Plaintiffs' Complaint for Negligence and Damages state as follows:

#### PARTIES, JURISDICTION AND VENUE

- Plaintiffs Leonard Gurule and Marcella Montoya are the biological parents, next friends
  and guardians of David Gurule, a minor. At all times material hereto, Plaintiffs were
  residents of La Puebla, Santa Fe County, New Mexico and are the proper parties to bring
  this action as parents, next friends, and guardians of David Gurule, a minor.
- 2. Defendant Board of Education of the Española Pubic Schools (hereinafter "Defendant EPS") is a local school board and political subdivision which is organized under the laws of the State of New Mexico and operates, manages, and governs the Española Pubic Schools.

- Defendant EPS maintains its office in Española, County of Rio Arriba, New Mexico.
   Pursuant to the provisions of § 22-5-4(E), NMSA 1978, Defendant has the capacity to sue and be sued.
- 4. Defendant Española Public School District is a school district organized under the laws of the State of New Mexico.
- 5. Plaintiffs provided timely tort claims notice of the personal injury claims that arose from this incident pursuant to § 41-4-16, NMSA 1978, by letter dated November 25, 2014 to the school superintendent.
- 6. This matter is brought pursuant to § 41-4-6, NMSA 1978 for the negligent maintenance and operation of the school grounds which were owned and operated by Defendant EPS.
- 7. This Court has jurisdiction in accordance with the laws of the State of New Mexico.

#### **FACTUAL ALLEGATIONS**

- 8. On September 10, 2014, David Gurule, a minor, was a student at Sombrillo Elementary School.
- 9. David Gurule was eight years old at the time of the incident referenced herein.
- 10. Upon information and belief, the students in Plaintiff David Gurule's class were overseen and supervised by a substitute teacher.
- 11. At some point during the school day, Plaintiff David Gurule and his classmates were escorted by their teacher to the school's playground for recess.
- 12. The students were allowed to play on various playground equipment.
- 13. Plaintiff David Gurule and other students decided to play on a piece of playground equipment, which was elevated above ground, causing a dangerous condition because the students crowded onto the equipment.

- 14. At some point, two male students, who were on the play structure with Plaintiff David Gurule, began fighting and wrestling, or otherwise rough-housing, with one another.
- 15. One student pushed the other male student in Plaintiff David Gurule's direction causing the students to collide.
- 16. Plaintiff David Gurule forcefully fell off the play structure onto the ground.
- 17. One of the students then fell on top of Plaintiff David Gurule.
- 18. Plaintiff David Gurule sustained serious injuries to his leg, to include a broken tibula and fibula, requiring medical treatment and causing him to miss three months of school.
- 19. Upon information and belief, the substitute teacher allowed the students to create the dangerous condition of overcrowding by failing to adequately oversee the students' use of playground equipment.
- 20. Upon information and belief, the substitute teacher ignored the students while texting on her cell phone.

#### **COUNT I: NEGLIGENCE**

- 21. Plaintiffs incorporate by reference the allegations set forth in Paragraphs 1-20 as though fully set forth herein.
- 22. At all times relevant hereto, Defendants owed a duty to operate and maintain the premises and equipment of Sombrillo Elementary School in a safe and careful manner, including control of the students and the playground equipment.
- 23. Defendants breached their duty to Plaintiffs by, including but not limited to:
  - a. Creating a dangerous and/or unsafe condition by allowing students to crowd upon playground equipment which was above the ground;

- Allowing students to create a hazardous condition by fighting, wrestling or otherwise rough-housing on the elevated playground equipment;
- c. Inadequately supervising the student's use of the playground equipment;
- d. Failing to ensure that substitute teaching staff was properly trained to oversee student's use of playground equipment;
- e. Failing to implement and/or otherwise institute safety policies and procedures to ensure proper and safe use of playground equipment by students and teaching staff.
- 24. As a direct and proximate result of Defendants' breach of duty, Plaintiff David Gurule has and will continue to suffer injuries and damages as set forth herein, including special damages and damages for past and future pain and suffering, past and future emotional distress, past and future medical treatment expenses, past and future loss of enjoyment of life, and other damages as allowed by law and in amounts to be determined at trial.

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- a. For compensatory damages in an amount to be proved at trial;
- b. For pre-judgment and post-judgment interest as allowed by law;
- c. For court costs; and
- d. For such other and further relief as this Court deems just and proper.

## Respectfully submitted by:

### CRUZ LAW OFFICE, LLC

Is/ Ernestina R. Cruz ERNESTINA R. CRUZ, ESQ. P.O. Box 2569 Taos, New Mexico 87571 (575) 758-7958 (Telephone) (575) 613-7174 (Facsimile) tina.cruz@cruzlaw-nm.com

#### **Crystal Garcia**

From: Gloria Rendon <gloria@nmcel.org>
Sent: Sunday, February 22, 2015 1:03 PM

To: info@nmcel.org
Cc: 'David Chavez'

Subject: FW: NM EDGE Public Purchasing Classes Information

Attachments: NM EDGE NM Purchasing Curriculum Dec 2014.docx; ATT00001.htm

#### Dear Colleagues:

This is the info we shared with you on Friday re: CPO training. I believe that David Chavez will also be sending some additional information.

Gloria

----Original Message----

From: David Chavez [mailto:DChavez@ces.org] Sent: Friday, February 20, 2015 10:57 AM

To: Mike Chambers; Brenda Vigil; T.J. Parks; Steve Barron; Kirk Carpenter; Efren Yturralde; Gloria Rendon; Michael

Morehead; Albert Martinez; Adan Delgado; Allan Tapia

Subject: Fwd: NM EDGE Public Purchasing Classes Information

#### Sent from my iPhone

#### Begin forwarded message:

From: "DeLorenzo, Mary" <marydelo@ad.nmsu.edu<mailto:marydelo@ad.nmsu.edu>>

Date: February 20, 2015 at 9:37:13 AM MST

To: "gnorvell@ebid-nm.org<mailto:gnorvell@ebid-nm.org>"

<gnorvell@ebid-nm.org<mailto:gnorvell@ebid-nm.org>>, "Crawford, Stacey"

<staceycrawford@lovingtonschools.net<mailto:staceycrawford@lovingtonschools.

net>>, Kell Took <ktook@sierraco.org<mailto:ktook@sierraco.org>>, Aurora

Lopez <aladarl@nmcourts.gov<mailto:aladarl@nmcourts.gov>>, "Trujillo,

Davetta, DGF"

<Davetta.Trujillo@state.nm.us<mailto:Davetta.Trujillo@state.nm.us>>, "HELMS,

WANDA" <whelms@cnm.edu<mailto:whelms@cnm.edu>>, Cynthia Carter

<ccarter@hawest.net<mailto:ccarter@hawest.net>>, Dodi Salazar

<dodsalzr@yahoo.com<mailto:dodsalzr@yahoo.com>>,

"david@ces.org<mailto:david@ces.org>" <david@ces.org<mailto:david@ces.org>>,

"Filemon Gonzalez, CFO AODA"

<FGonzalez@da.state.nm.us<mailto:FGonzalez@da.state.nm.us>>

Cc: "Mary DeLorenzo, NM EDGE Program Director"

<marydelo@nmsu.edu<mailto:marydelo@nmsu.edu>>,

"nmedge@nmsu.edu<mailto:nmedge@nmsu.edu>"

<nmedge@nmsu.edu<mailto:nmedge@nmsu.edu>>, "Jon Boren, Associate Dean &

Director CES" <jboren@nmsu.edu<mailto:jboren@nmsu.edu>>, "Steve Kopelman,

**NMAC Executive Director"** 

<skopelman@nmcounties.org<mailto:skopelman@nmcounties.org>>, "Bill

Fulginiti, NMML Executive Director"

<wfulginiti@nmml.org<mailto:wfulginiti@nmml.org>>, "CLIFFORD M REES "
<cmrees118@msn.com<mailto:cmrees118@msn.com>>, Daniel Saiz
<dsaiz@rooseveltcounty.com<mailto:dsaiz@rooseveltcounty.com>>, "Dotty
McKinney, CES" <Dotty@ces.org<mailto:Dotty@ces.org>>, "Gary O. Chavez"
<GaryO.Chavez@state.nm.us<mailto:GaryO.Chavez@state.nm.us>>, "Grace Philips,
NMAC LP Attorney" <gphilips@nmcounties.org<mailto:gphilips@nmcounties.org>>,
"Jim Thalmann, GSD"

<Jim.Thalmann@state.nm.us<mailto:Jim.Thalmann@state.nm.us>>, Jini Turri
<villageofcloudcroft@tularosa.net<mailto:villageofcloudcroft@tularosa.net>>,
"Lawrence Maxwell, Director State Purchasing"

<Lawrence.maxwell@state.nm.us<mailto:Lawrence.maxwell@state.nm.us>>, "Leandro Cordova

(leandro.cordova@taoscounty.org<mailto:leandro.cordova@taoscounty.org>)" <leandro.cordova@taoscounty.org<mailto:leandro.cordova@taoscounty.org>>, "Lisa Sedillo-White, Bernalillo County"

<lswhite@bernco.gov<mailto:lswhite@bernco.gov>>, "Lupe Martinez, Taos
County" <lupe.martinez@taoscounty.org<mailto:lupe.martinez@taoscounty.org>>,
"Legarreta, Marc" <mlegarre@ad.nmsu.edu<mailto:mlegarre@ad.nmsu.edu>>,
"Rennette Apodaca, NMSU " <rennette@nmsu.edu<mailto:rennette@nmsu.edu>>,
Robin Strauser <Robin@ces.org<mailto:Robin@ces.org>>, "Santiago Chavez, NMAC
" <schavez@nmcounties.org<mailto:schavez@nmcounties.org>>, "Sherri Bunch,
Lea County" <sbunch@leacounty.net<mailto:sbunch@leacounty.net>>, "Slowen,
Jolene M, DFA"

<JoleneM.Slowen@state.nm.us<mailto:JoleneM.Slowen@state.nm.us>>, "Tasha Martinez, NMML" <TMartinez@nmml.org<mailto:TMartinez@nmml.org>>, "Tenenbein, Silva, HSD"

<Silva.Tenenbein@state.nm.us<mailto:Silva.Tenenbein@state.nm.us>>, Terry
Davenport <tdavenport27@comcast.net<mailto:tdavenport27@comcast.net>>,
"Tracy Sedillo, Torrance County"

<tsedillo@torrancecountynm.org<mailto:tsedillo@torrancecountynm.org>>, William Schattschneider <wbs995@yahoo.com<mailto:wbs995@yahoo.com>> Subject: NM EDGE Public Purchasing Classes Information

Thank you for your interest in the NM EDGE Public Purchasing Classes! We are delighted that the NM EDGE classes are recognized by State of New Mexico Purchasing as reciprocal to meet the requirements of the CPO training, and are happy to share with SPD, and all of our strategic partners, the mutual goal of better government through education.

NM EDGE offers both a full certification in NM Public Purchasing (information attached) and a newly recognized program of 6 Foundation Classes & Culminating Test (with new class delivery dates in the works). The Foundation program will be easily achieved prior to the July 1 deadline. If you choose to take the 6 Foundation Classes & Test, these classes will count towards the full certification should you decide to continue. We hope you will find the classes so beneficial that you will consider taking more!

We anticipate offering the 6 Foundation Classes & Culminating Test regionally beginning in March (first set is tentatively scheduled for March 17th- 19th in ABQ). The schedule will entail a 3.5 day commitment with 2 classes conducted each day for 3 days and the culminating test on the 4th day. We just received the green light this morning and will firm up the

schedule as quickly as possible. My goal is to have this ready for you on Monday, however, I will let you know when we begin taking enrollment.

In the meantime, you may learn more about our professional development program, in general, at NMEDGE.NMSU.EDU<http://NMEDGE.NMSU.EDU>. If you are planning to take our classes, please consider creating your NM EDGE new student account now through our website (which will take you to our Student Record and Enrollment Site). If you do so, you will be ready to enroll in classes the moment we open the site and allow us to assist you quicker with the classes that have pre-requisites.

All of our classes are 3 hours in length and are face to face. A grade of 6 or higher out of a possible 10 on the class post-test is required to successfully complete each class. Upon successful completion of the 6 Foundation Classes you will qualify to take the Culminating Test. We will provide more information on the specifics of completing the test as we confirm the schedule. Upon successful completion of the test, you will receive a certificate of completion and we will provide your name to the SPD. Those of you who are the designated CPO may request reimbursement of \$300 through SPD.

Some of you are wondering about the cost of our program. There is a one-time enrollment fee of \$50 per student. Classes cost \$75 each but there is a sliding scale depending on the number of class units purchased at one-time. If you purchase the 7 class units at one time the cost is reduced to \$70 each. If more than one person from your office is planning to attend, you might consider creating a group account with us so that you may bundle both purchases and receive an even greater discount. At 25 class units the cost per class is \$50. You can see the sliding scale on our website (NMEDGE.NMSU.EDU<http://NMEDGE.NMSU.EDU>).

What is the bottom line? If you take the classes through us, as an individual and purchase your enrollment fee and the 7 class units at once, the total will be \$540. If you are able to bundle with other folks and can get the lowest class fee of \$50, the total per person is \$400. Don't forget that SPD will reimburse the designated CPO for \$300 of these fees.

We understand that this cost is higher than the fee charged by Chemeketa to complete their on-line program, and completely understand that many will choose the on-line instruction, however please consider more than just the cost. Our classes are taught face to face by experts in the field, that have worked in New Mexico procurement for years and therefore you will have the opportunity to engage in discussion and activities with the instructor and other colleagues in the room. Much of our instruction is New Mexico specific and you will receive really good templates and resources. Also, you will receive access to our instructors outside the classroom should you wish to seek their counsel. We have heard from other students that the classroom interaction and follow-up access to the instructor have been highly beneficial.

Either way, whether you choose our program or the on-line program, we commend you for your commitment and contribution to raising the level of

professionalism in New Mexico procurement through education. Best wishes as you pursue your goals!

Sincerely,
Mary D. & Your NM EDGE Team

Mary C. DeLorenzo, CMP | Program Director The NM EDGE Education Designed to Generate Excellence in the Public Sector | NMSU Cooperative Extension
Service O 505.424.0744 | C 505.660.7816
marydelo@nmsu.edu<mailto:marydelo@nmsu.edu> |
nmedge.nmsu.edu<http://nmedge.nmsu.edu/>

\_\_\_\_\_ Information from ESET NOD32 Antivirus, version of virus signature database 11215 (20150222) \_\_\_\_\_

The message was checked by ESET NOD32 Antivirus.

http://www.eset.com

\_\_\_\_\_ Information from ESET NOD32 Antivirus, version of virus signature database 11215 (20150222) \_\_\_\_\_

The message was checked by ESET NOD32 Antivirus.

http://www.eset.com

# **NM EDGE**

- Meaningful
- Affordable
- Accessible

Theory & Application Practitioner Based

# New Mexico Public Purchasing Curriculum

## Contents

NM EDGE NM Public Purchasing Certification Requirement Check	klistPage 2
NM Public Purchasing Class Descriptions	Pages 3-7
Delivery Schedule for 2015	Page 2
Note: Classes are offered "cafeteria style" meaning that a student	may take classes without
completing a certification. Any pre-requisite still applies.	

For further information see our website at NMEDGE.NMSU.EDU

The NM **EDGE** (Education Designed to Generate Excellence in the public sector) A Program of NM Cooperative Extension Service

## "NM Certified Public Purchasing Professional" Curriculum

Successful completion of these 25 classes is required to earn a NM Certified Public Purchasing Officer designation (NMCPPP).

	December 8, 2014
Each class is comprised of 3 hours of classroom instruction.	
Purchasing Foundation Classes- Required*	6 Classes Required
CPM 143- NM Purchasing & Procurement	Feb. 17, 2015
NMP 101- NM Procurement Process (Pre-Req CPM 143)	Feb. 17, 2015
NMP 102- Acquisition Methods (Pre-Req NMP 101)	Feb. 18, 2015
NMP 103- A Contract Administration (take both classes same day)	Mar. 17, 2015
NMP 103- B Contract Administration (take both classes same day)	Mar. 17, 2015
NMP 105- Specification Writing Workshop	Feb. 18, 2015
200 Level classes require successful completion of all required 100 level	7 Classes Required
NMP 201- Solicitation & Process of Bids (IFB/ITB)	Mar. 18, 2015
NMP 202 A- Request for Proposals (take both classes same day)	Apr. 21, 2015
NMP 202 B- Request for Proposals (take both classes same day)	Apr. 21, 2015
NMP 203- Negotiation Strategies	Mar. 18, 2015
NMP 204- Roles & Responsibilities Const./Engineering/Capital Outlay	Apr. 22, 2015
NMP 205-Advanced Contract Administration	Apr. 22, 2015
NMP 207- Protest Process in NM	Apr. 23, 2015
CPM Required Classes Take each of the following 9 CPM classes	9 Classes Required
CPM 111- Knowing Your Government	Jan, Mar 2015
CPM 112- Answering the Call to Public Service	Jan, Mar. 2015
CPM 121- Ethics and Professionalism	March, 2015
CPM 131- General HR Law	March 2015
CPM 139- Creating an Ethical Culture	March 2015
CPM 236- Successful Supervision	March 2015
CPM 142- Ethics and Managing Public Funds	Jan, Mar 2015
CPM 144- Risk Management	Jan, Mar 2015
CPM 151- Foundations of Communication	March 2015
CPM Electives: Choose 3 from these or any CPM, HS, or PE prefix classes	3 Electives Require
FP 110- Internal Controls	Apr. 23, 2015
NMP 104- Materials Management	May 19, 2015
NMP 206- Advanced Construction and the NM Law (Pre-Req NMP 204)	May 19, 2015
NMP 208- Advanced Purchasing Administration	May 20, 2015
NMP 209- Advanced RFP (Pre-req. NMP 202 A&B)	May 20, 2015
NMP 210- State & Local Govt. Procurement: A Practical Workshop	May 21, 2015
*NMP 001- Public Purchasing Foundation Assessment	On-line
Culminating Experience Public Purchasing	Mini-Portfolio Required
A Public Purchasing Focused Mini-Portfolio: Graded on a 10 point scale	June 2015
Details Provided Upon Completion of Classes and Verifying Audit	
tudents may be eligible for a Foundation Class Scholarship (\$300) hrough GSD State Purchasing. Apply on-line at	l coedure or in

## NM Public Purchasing NM EDGE Certification Required Classes Class Descriptions/Content

## **Level 1 NM Public Purchasing Required Classes**

#### **CPM 143 NM Purchasing & Procurement**

Core Requirement Level 1

This class provides an introduction to the New Mexico Procurement Code that governs public purchasing for all governmental entities in New Mexico. It includes methods of acquisition, purchase and payment options, legal requirements, penalties, ethics, and resources. It provides useful information for both elected officials and government employees.

#### NMP 101 NM Procurement Process (Pre-Reg. CPM 143) Core Requirement Lev. 1

This class explores the genesis of a procurement. It includes the NM Procurement Code; the Role of the requisition; Statement of Work, Formation of a Contract; Contract Types & Contract Administration; Role and Responsibilities of the Chief Procurement Officer; and a brief look at Contract Closeout (to be covered further in NMP 103 B).

## NMP 102 Overview of Acquisition Methods in NM (Pre Req. NMP 101)

Core Req. Lev. 1

This class compares methods of acquisition in compliance with NM law and the appropriate use of each. Specifications Overview (Specifications & Scope of Work Development); Brand Name or Equal; Unique Aspects of Specifications; Specification Types; Contract Formation (Offer & Acceptance); Invitation to Bid (ITB); Request for Proposal (RFP); Request for Qualifications (RFQ); Request for Information (RFI); Sole Source; Emergency Procurement; Pricing Agreements; Small Purchases; P-Card; Reverse Auction, Cooperative Purchasing Agreements; and Overview of Protests.

#### NMP 103 A & B Contract Administration (Pre Reg 101)

Two-part class- To be taken on the same day

Core Requirement Level 1

#### A

Part one of this class lays the foundation for understanding Contract Administration in New Mexico. It includes Contract Administration; Clarifying Expectations; Effective Communication; Roles and Responsibilities of all Parties (Do's and Don'ts); Contracting with employee or family member; Anti-donation; Ethical Considerations; Records Retention and Compliance with Specifications; and Acceptance.

B

Part two continues with discussion of Payment Methods; Deliverables; Retainage/Hold Back; Liquidated Damages; Bonds and NM Law (Bid, Performance, Fidelity); Insurance and NM Law; Reporting Requirements; and Contract Close Out

#### NMP 105- Specification Writing Workshop

Core-requirement Level 1

This class covers the purpose and intent for developing sound specifications; the roles and responsibilities of all parties involved in the development of specifications and performing contract administration; the various types of specifications to be considered and when it would be most appropriate to apply each, or a combination of each. Students will engage in hands-on practice to develop and critique specifications.

## **Level 2 NM Public Purchasing Required Classes**

#### NMP 201 Solicitation & Processing of Bids (IFB/ITB)

Pre-Req- All level one classes

Core Requirement Level 2

This class will address Development; Advertising; Receipt and Handling Processing, and Award. Also, students will discuss the appropriate use and aspects of IFBs and ITBs including: Pre-Bid Conference; Receipt Handling/Public Openings; Documentation Table/Posting/Etc.; Contest Award methods (Preferences & In-State/Veterans (%); and the Award Process.

#### NMP 202 A Request for Proposals: Document Development

A and B taken on the same day

Core Requirement Level 2

#### A

Part one of this class is an introduction into Document Development and its Guiding Principles. Students will then begin to drill down into the elements of the process including: How to Get Started; How to Draft an RNMP and What to Include (Purpose; Scope Of Solicitation; Procurement Schedule; Conditions Governing The Solicitation; Mandatory/Desirable Specifications & Evaluation Factors); How to Draft The Contract (Contractual Protection and Management; Scope of Work). Supporting exercises engage students and provide valuable practice. Each student receives a step-by-step handbook and useable examples.

#### NMP 202 B Request for Proposals: NM Procurement Process

Take A & B same day

Core Requirement Level 2

#### R

Building on the key concepts covered in part one, this class moves into concepts specific to the NM Procurement Process including; Request for Proposals Procurement Process; Issue and Distribute; Pre-Proposal Conference; Evaluation Committee Documents; Evaluation of Proposals; Selection of Finalists/Short List; Best and Final Offers; Proposal Presentation/Demonstration (orals); Evaluation Committee Report; and Preparation for Award. As well as, a review of important techniques for complex procurements such as: Risk Mitigation; Scenario-Based Demonstrations; Site Visits; Bonding; Liquidated Damages; Special Considerations for Information Technology Procurements and supporting exercises for practical application. Each student receives a step-by-step handbook and useable examples.

#### NMP 203 Negotiation Strategies

Core Requirement Level 2

This class explores the essential elements of each approach and how they achieve different desired outcomes. Topics include: Engaging for Suitable Outcomes; Why Negotiate; When is negotiation appropriate; Why Bargain; When is Bargaining appropriate; Practice Plan Development (Purpose; Strategy; Contents including Cost Analysis, Targets and Measures); Team Involvement; Preparation for conduct; Addressing deficiencies in the proposal; Review contract exceptions; Actual conduct and Documentation. Students will practice using a variety of techniques to achieve an identified result.

#### NMP 204 Roles & Responsibilities for NM Construction

(Selection of Architect/Engineer; Project Delivery Methods; Contract Documents and Administration of the A/E; and Construction Contract)

Core Requirement Level 2

This advanced class offers specifics in understanding the roles and responsibilities related to Public Works construction in NM, including Project Development, A&E selection (reference code § 13-1-120 NMSA); Types of Project delivery methods and when to use them, including Invitation to Bid, Request for Proposal, Design/Build, Construction Manager Not at Risk and Construction Manager at Risk; NM Contractor Licenses and Registration requirements; Types of Contract Documents; and general overview of Construction Administration.

#### NMP 205 Advanced Contract Administration

Core Requirement Level 2

In this class, students will explore the details of professional, responsible, contract administration of procurements including: Roles & Responsibilities (Receiving; Monitoring; Deliverables; Reporting; Corrections/Change Orders; Payments; Post Contract Evaluation/Lessons Learned); Conflicts (Resolution; Mediation; Arbitration); CPMS Monitoring and other funding approvals for Capital Outlay; and Close-out/Transition to a New Vendor.

#### NMP 207 Protest Process in NM

Core Requirement Level 2

In this class students will learn to approach the Protest Process with clarity, purpose and a fair-minded approach. The class includes Why protests arise; How they can be headed off; How they are initially handled; How the resolution is handled; Vendor/Protestant Rights; Legal Aspects (Required Steps); Hearing Officer or Binding Arbitration; and Going to Court (Making your best case).

## **Core Required CPM Classes**

#### **CPM 111 Knowing your Government**

Core Requirement

This class reviews democratic values, the United States Constitution and the New Mexico Constitution. It includes the statutory creation of government bodies and offices, the structure of government, and the limitations of elected offices.

#### CPM 112 Answering the Call to Public Service

Core Requirement

This class covers public service ethics, ethics vs. law, public accountability, conflict of interest, advocacy in democracy and participatory democracy. Students will explore strategies for engaging the public trust as part of public service.

#### CPM 121 Ethics and Professionalism

Core Requirement

This class examines professional codes of ethics adopted by public service organizations and reviews strategies for solving ethical dilemmas. The role of elected officials, managers and employees in creating an ethical organization is emphasized. Students will develop a personal code of ethics as an assignment.

#### CPM 131 General HR Law

#### **Core Requirement**

This class explores the difference between Human Resources law in the public and private sectors including public employees' property interests in continued employment. Students will become familiar with the following laws: Fair Labor Standards Act (FLSA); Workers' Compensation (WC); Americans with Disabilities Act (ADA); Family & Medical Leave Act (FMLA); Equal Employment Opportunity (EEO); Title VII (Protected Classes); and the New Mexico Human Rights Act.

#### **CPM 139 Creating an Ethical Culture**

#### Core Requirement

This class explores concrete ways supervisors can help shape and sustain ethical cultures in their organizations. Students will consider the importance of individual ethics and personal responsibility in shaping the culture of organizational ethics and explore the importance of employees voicing concerns and techniques for managers to respond to concerns. Practical case studies will be presented.

#### **CPM 236 Successful Supervision**

#### Core Requirement

This class explores the benefits of influence-style leadership and key principles of this approach. Students will common excuses for not supervising staff and common supervising styles, including autocratic, democratic, laissez faire, and influence.

#### **CPM 142 Ethics and Managing Public Funds**

#### Core Requirement

This class explores specific legal issues such as the NM anti-donation clause and reviews general issues, including conflict of interest, transparency, creative financing, appearance of impropriety, and definitions of fraud.

#### **CPM 144 Risk Management**

#### Core Requirement

This class covers the principles of risk management, the benefits of risk management to an organization, current loss trends in governmental operations, the direct and indirect costs of risk to organizations, and practical risk avoidance techniques.

#### **CPM 151 Foundations for Communications**

#### Core Requirement

This class will identify the fundamentals of positive communication. Students will reflect on both the speaker's and listeners' roles, uncover barriers to effective communication and discover tools to help overcome those barriers. Students will have opportunities to learn and practice skills that enhance positive communication, such as Active Listening – The foundation for effective communication.

#### **Electives**

#### NMP 104 Materials Management

#### Elective

This class covers the essentials of materials management. It includes Records; Surplus Property; Disposal; Shipping; Receiving & Acceptance; Inventory; Warehousing and Delivery.

#### NMP 206 Advanced Construction in NM Elective (pre-reg. NMP 204)

This class drills down into the specifics of Construction Procurement and Construction Contract Administration in New Mexico including: Invitation to Bid, Request for Proposal and Design/Build procurement requirements, the Project Manual, Specifications and Drawings, Building Codes and Standards; Execution of the Construction Contract including Approvals, Substitutions, Pay Requests, Change Orders, and Contract Amendments; Project Closeout including Certificate of Occupancy, As-Built Drawings, Post Occupancy requirements, Operational Manuals and Training, and 11-Month Warranty Inspection.

#### NMP 208 Advanced Purchasing Administration

Elective

In this class the student learns to close the loop using feedback and measures including: Writing and Managing Policies & Procedures; Forms; Electronic Procurement Systems (ERP Systems); Training & Evaluating Staff; Performance Review; Plan/Do/Study/Act quality assurance (PDSA); and using metrics effectively.

#### NMP 209 Advanced RFP

Elective (pre-req. NMP 202 A&B)

This class offers guidance and proven techniques for the development and conduct of complex RFP based solicitations including equipment, software and services. It features instruction on scheduling, weighting the evaluation factors, evaluation of proposals and contractual protections. Each student receives useable examples.

#### NMP 210 State & Local Govt. Procurement: A Practical Workshop

Elective

This class will review the national model procurement code, and other national best practices with practical exercises for the students.

#### FP 110 Internal Controls for Finance & Purchasing

Elective

This class will address classic controls including proper documentation of transactions and proper authorization of transactions. The concept of compensating controls will be explored, including unique controls that replace classic controls and proper design of compensating controls. Segregation of duty assignments relating to authorizing and recording transactions, maintaining custody of assets and monitoring activities will be addressed. How to compensate when such separation is impractical is reviewed.

#### NMP 001 Foundation Classes Assessment (pre-req. all Foundation Classes)

Elective

This class tests your comprehension of the key concepts presented in the foundation classes and serves as an equivalency to the Chemeteka test. Present your class completion certificate to the State for CPO reciprocal credit.

#### Glossary

NIGP provides this online dictionary that includes over 2200 definitions. It is open to the public. <a href="http://www.nigp.org/eweb/StartPage.aspx?Site=NIGP&webcode=pd-ep">http://www.nigp.org/eweb/StartPage.aspx?Site=NIGP&webcode=pd-ep</a> online dict

#### **Crystal Garcia**

From: Jose Estrada < jose.estrada@k12espanola.org>

Sent: Tuesday, October 25, 2016 8:51 AM

To: EPS-Everyone

Subject: FW: Medical, Dental, Vision OPEN/Switch Enrollment 2017

Attachments: Program Guide 2016-07 Revised (NMHC).pdf; Enrollment Application 2016-10.pdf

Importance: High

Good afternoon everyone,

The NMPSIA open/switch enrollment for medical, dental and vision coverage is in effect now through November 18, 2016 for an effective date of January 1, 2017.

If enrolling a dependent(s), coverage for the dependent(s) will go into effect January 1, 2017 provided all required supportive documentation is submitted prior to this effective date. (Supportive documentation could include proof of birth, proof of marriage, domestic partner affidavit, adoption decree, or proof of other coverage for a dependent being excluded from coverage, etc.)

If the missing supportive documentation is not turned in prior to January 1, the effective day for the affected dependent(s) will be delayed. Employees have 61 days from January 1 to turn in any missing supportive documentation to prove eligibility for a dependent(s). Coverage for the dependent will then go into effect the first of the month following the day you turn in the missing documentation. In order to avoid a delay in coverage for a dependent, please make certain any missing documentation is turned in to my office as soon as possible and certainly prior to January 1. This information must be scanned and submitted to ERISA and takes time, so please submit to me ASAP.

The following changes can be made during this open/switch enrollment period:

- \* MEDICAL (Variable hour employees and all other eligible employees)
- \* Employees who are currently enrolled in NMPSIA medical coverage can switch medical plan options (high option, low option, HMO option) or medical carriers (Presbyterian, BCBSNM, New Mexico Health Connections).
- \* For example, an employee can switch from high option to low option or from low option to high option under Presbyterian or BCBSNM.
  - \* For example, an employee can switch from one medical carrier to another.
- \* For example, an employee can switch from high or low option under Presbyterian or BCBSNM to the new HMO Plan option available under New Mexico Health Connections.
- \* Employees who are not enrolled in NMPSIA medical coverage, can apply to enroll in medical coverage (including applying to enroll eligible dependents).

- \* Employees who are currently enrolled in NMPSIA medical coverage can apply to enroll eligible dependents.
- \* DENTAL (Variable hour employees not eligible for dental coverage)
- \* Employees who are currently enrolled in NMPSIA dental coverage, can switch dental plans (high option to low option or low option to high option)
- \* Employees who are not enrolled in NMPSIA dental coverage, can apply to enroll in dental coverage (including applying to enroll eligible dependents)
  - \* Employees who are currently enrolled in NMPSIA dental coverage can apply to enroll eligible dependents
- \* VISION (Variable hour employees not eligible for vision coverage)
- \* Employees who are not currently enrolled in NMPSIA vision coverage, can apply to enroll in vision coverage (including applying to enroll eligible dependents)
  - \* Employees who are currently enrolled in NMPSIA vision coverage, can apply to enroll eligible dependents

Attached please find the Enrollment Application Form and the revised Program Guide explaining all available coverage's. If you have any questions, please do not hesitate to contact me. Please return all completed forms and supporting documents to me in my office in Carlos Vigil Middle School, Room 103. I am in the district on Tuesday's from 9:00 to 6:30; Wednesday's and Thursday's before school and after school on Wednesday's till 6:30 and Thursday's till 4:30. I am also available by appointment any of those days. PLEASE REMEMBER IF YOU MISS THIS OPEN ENROLLMENT PERIOD YOU CANNOT ADD INSURANCE UNTIL NEXT YEAR DURING OPEN ENROLLMENT IN LATE OCTOBER AND EARLY NOVEMBER.

Respectfully,

Carol L. Gonzales
Finance and Budget Manager
Espanola Public Schools
714 Calle Don Diego
Espanola, NM 87532
Phone (505) 367-3308
Fax (505) 753-2321

New M	\$	\$ DISABILITY	\$ LIFE		ner Employer ed under NMPS		e Eff. Date d/yyyy)	Other Cvrg (mm/dd/	
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BASIC LIFE: The Standard (Paid in fu	II by employer. Com	plete Schedule A Be	eneficiary Form)						
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Med Dntl Visn Add'l Life Dependent's Nar	me (Last, First, Middle)	Social Sec Numbe (REQUIRE	r Date of		Gender	Dependent' Relationship You		Proof of M Birth, or C Order Atta	ourt
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	ON STATEMENT								
5 EMPLOYEE AUTHORIZATION								abir analir ta th	e Authori
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Please read the NMPSIA Program Guide (provided to you by your employee benefits office) as you complete this change card.

This Guide outlines the NMPSIA Eligibility Rules and administrative guidelines for enrollment. If you do not have this Guide, you can obtain a copy from your school district/entity benefits office or at <a href="https://nmpsia.com">https://nmpsia.com</a>.

#### **ELIGIBILITY**

If you are reporting a change in status, you must turn in this form within 31 days from your qualifying event.

Contractors are not eligible to participate in NMPSIA coverage, except for one-bus owners. Fleet bus owners and their employees are not eligible to participate in NMPSIA coverage.

To be eligible for NMPSIA Group Coverage, you must work the minimum number of hours per week established by your employer. In most cases, employees are eligible for basic life insurance coverage when they work a minimum of 15 hours per week. In most cases employees are eligible for all other lines of coverage when they work a minimum of 20 hours per week. Variable hour, seasonal, or part-time employees should confirm eligibility for benefits with their Employee Benefits Office.

Basic life insurance coverage is effective the first day of the month following your date of hire -- first day actively at work on contract. If you meet this requirement, your employer will enroll you in basic life even if you decline (or are not eligible to participate) in any other line of NMPSIA coverage. Subject to the actively at work provision, the effective date for all your other lines of coverage is determined by your employer. This effective date can never be any sooner than your basic life effective date and can never be made retroactive (prior to the date you officially apply).

#### **SALARY INFORMATION**

NMPSIA uses your base annual salary to determine your additional life (ADL) coverage and long term disability (LTD) coverage. For ADL and LTD insurance purposes, your employer will not prorate your salary if you begin after the school year AND your employer will not include salary increments for other duties, such as coaching, department head, yearbook, etc.)

#### **ENROLLMENT**

You may only apply for the lines of NMPSIA coverage offered by your employer.

Please keep the following in mind:

- If you decline medical coverage within 31 days of becoming eligible, you may apply to enroll in NMPSIA medical coverage within 31 days from a qualifying event or special enrollment event, or enroll during open enrollment for dental/vision in the fall with an effective date of January 1st.
- · You may enroll as employee only for any line of NMPSIA coverage.
- If you enroll in vision coverage, you and each of your enrolled dependents must meet the 24-month enrollment requirement before you can cancel this coverage.
- If you enroll for ADL coverage, you may apply for coverage up to 1x, 2x, or 3x your base annual salary. You may also apply for life coverage for your spouse at the rate of 1x your salary or 50% of your additional life coverage, whichever is less. You may also insure your dependent children for \$5,000 of life coverage.
- If you decline ADL or LTD coverage, you may apply through the evidence of insurability process. The carrier will make a determination on this application.
- If you decline dental and/or vision coverage, you may not enroll late to
  either of these plans unless you apply within 31 days from
  involuntarily losing other dental and/or vision coverage, or enroll
  during the open enrollment for dental/vision in the fall with an effective
  date of January 1st.

Indicate the status (employee only, two-party, or family) for each line of coverage. If you enroll one eligible dependent, you must enroll all eligible dependents, unless one or more dependents have other coverage. When enrolling dependents, you may exclude a dependent from a particular line of NMPSIA coverage only if you provide evidence that the dependent you are excluding has that particular line of coverage elsewhere. In this case, evidence of the other coverage is required (i.e.,

letter of insurance verification, insurance ID card with dependent's name listed, etc.). If you are excluding a dependent and do not provide this evidence, the dependents you are enrolling will suffer a delay in coverage until such evidence is provided. There is a 61-day deadline from your effective date of coverage to provide such evidence.

If both you and your spouse work for the same employer or for another NMPSIA affiliated employer, you and your spouse cannot double insure each other and your dependents under the NMPSIA Group Plan for any line of NMPSIA coverage. (i.e., You work for Las Cruces Schools and carry family medical, dental, vision, additional life insurance coverage for yourself, your spouse, and your children. Your spouse who is employed with Deming Schools cannot apply for family coverage to insure him, you and your children for these lines of NMPSIA coverage since you already carry this NMPSIA coverage at Las Cruces Schools. You and your spouse may decide it is best to carry the additional life independent from each other, and then the children can be insured either under your plan or your spouse's plan.)

To enroll your spouse and/or your married or unmarried children (who are up to 26 years old) for any line of NMPSIA coverage offered by your employer, you will be required to present your employee benefits office with copies of the supportive documentation to prove eligibility for your dependents.

To enroll your spouse, present your **official state publicly filed marriage certificate** (from the County Clerk's Office). You may provide a chapel marriage certificate, but NMPSIA reserves the right to request the official state copy at any time. If you divorce, you must report this within 31 days and cancel coverage for your ex-spouse effective the last day of the month the divorce is final. You will be required to provide copies of certain pages of your final divorce decree. Covering an exspouse is considered misrepresentation.

To enroll your married or unmarried children (who are up to 26 years old) for any line of NMPSIA coverage offered by your employer, present their **official state publicly filed birth certificates** (from the Bureau of Vital Statistics). You may provide hospital birth certificates, but NMPSIA reserves the right to request the official state copy at any time.

Coverage for your dependents will begin on your effective date of coverage when you provide your employee benefits office with the appropriate supportive documentation at the time of application or prior to your coverage going into effect. You have 61 days from your effective date of coverage or 61 days from your qualifying event to provide the appropriate supportive documentation for your dependents, but their effective date of coverage will be on the first day of the month following the date your employee benefits office receives this documentation. Coverage for your dependents will not be made retroactive. If you do not provide this information within 61 days, you may apply to cover your dependents during the established open enrollment period in the fall for coverage that will become effective on January 1.

**Medical and Prescription Drug Coverage** – If you enroll in the medical plan, you are automatically enrolled in the Prescription Drug Program. You will receive a separate ID card from the NMPSIA Prescription Drug Manager to purchase your prescription drugs.

#### BENEFICIARY INFORMATION

Complete a **Schedule A** form to make your selection(s) for your beneficiary for basic life and/or additional life coverage. You may change your beneficiary designation at any time. If you do not designate a beneficiary for your life insurance, the life insurance carrier will apply its established processes to determine the individual(s) entitled to your life benefit.

#### CONFIRMATION OF ENROLLMENT

Once your enrollment has been processed, the NMPSIA Eligibility Administrative Office will email you or mail you a Confirmation of Enrollment Notice to your home (and to your employer). Please review this confirmation notice carefully and report any discrepancies to your Employee Benefits Office or to the NMPSIA Eligibility Administrative Office at 1 (800) 233-3164.

If you do not provide your employer with all of the appropriate documentation necessary to finalize your enrollment request, you will be contacted for the appropriate documentation. Please be sure to adhere to all deadlines associated with this request.



Sammy J. Quintana, Esq. Executive Director

Ernestine Chavez Deputy Director

# NEW MEXICO PUBLIC SCHOOLS INSURANCE AUTHORITY

#### Office of Executive Director

410 Old Taos Highway Santa Fe, New Mexico 87501 1-800-548-3724 or (505) 988-2736 (505) 983-8670 (fax)

#### **BOARD OF DIRECTORS**

- NM School Boards Association
- NM Superintendents Association
- Public Education Commission
- · NM School Administrators
- NM National Education Association
- · American Federation of Teachers N.M.
- Governor Appointees
- · Educational Institutions at Large

#### **MEMORANDUM**

FROM:

**Ernestine Chavez** 

**Deputy Director** 

SUBJECT:

NMPSIA Program Guide Information for New Mexico Health Connections Medical Plan

DATE:

October 12, 2016

Information for the new HMO medical plan option available from New Mexico Health Connections was finalized after NMPSIA's July 2016 Program Guide was published. This option is effective January 1, 2017. This HMO Plan does not include benefits for out-of-network coverage (except for emergency care). The accompanying information is being provided as an addendum to the benefit program information contained in the July 2016 Program Guide.

**CARRIER** 

**TOLL FREE** 

WEBSITE

**New Mexico Health Connections** 

1-877-210-8213

www.mynmhc.org/nmpsia.aspx

Monthly premium allocation information effective 1/1/2017\*

If you earn \$25,000 or more, monthly payroll deduction	is are:		
	Single	Two Party	Family
New Mexico Health Connections HMO Option	\$227.08	\$431.88	\$576.82

If you earn \$20,000 but less than \$25,000, monthly pay	oll deducti	ons are:	
	Single	Two Party	Family
New Mexico Health Connections HMO Option	\$198.70	\$377.88	\$504.72

If you earn \$15,000 but less than \$20,000, monthly pay	oll deducti	ons are:	
	Single	Two Party	Family
New Mexico Health Connections HMO Option	\$170.30	\$323.90	\$432.62

If you earn less than \$15,000, monthly payroll deduc	tions are:		
	Single	Two Party	Family
New Mexico Health Connections HMO Option	\$141.92	\$269.92	\$360.52



# Summary of Benefits for New Mexico Public Schools Insurance Authority

The following grid highlights this HMO plan as administered by New Mexico Health Connections (NMHC) for New Mexico Public Schools Insurance Authority members. These benefits are effective 1/1/17. The specific terms of coverage, limitations, and exclusions are detailed in the *What Is Covered by the Plan?* and *Services Your Plan Does Not Cover* sections of your Benefit Booklet.

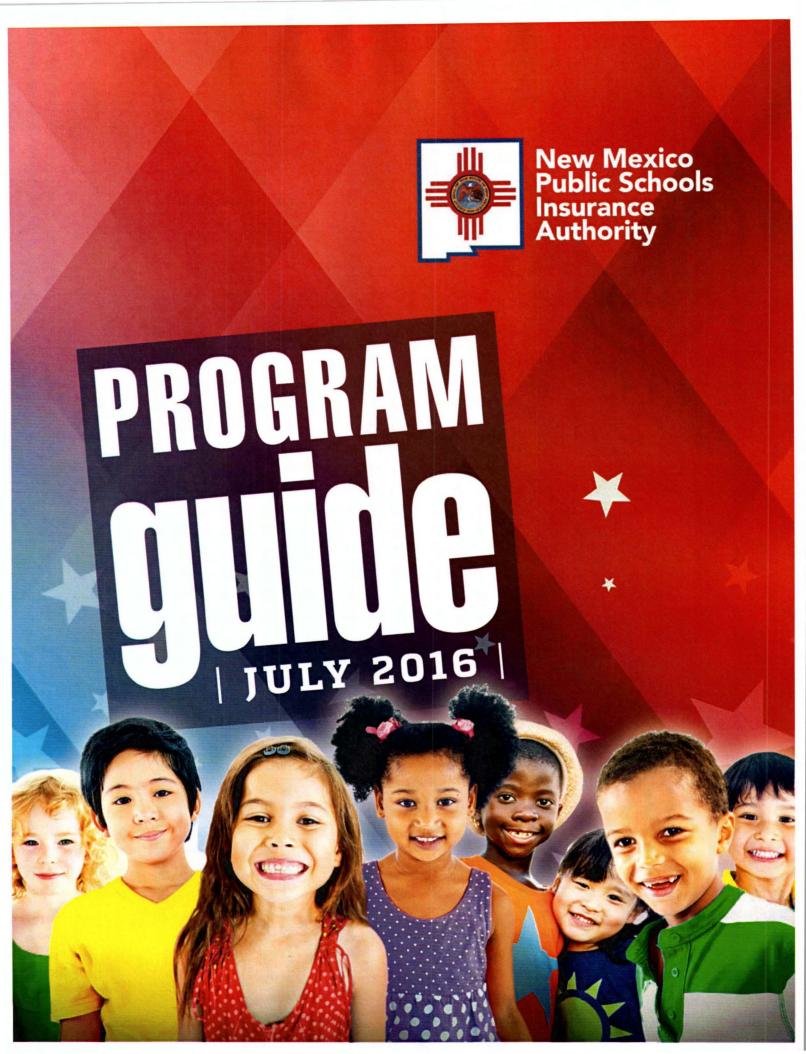
NMPSIA HMO Summary of Benefits Administered by New Mexico Health Connections There is no overall lifetime maximum benefit; however; certain services have maximum annual limits. See below.	Member's Share of Covered Charge Preferred Provider <sup>1,2</sup>
Calendar Year Deductible <sup>1</sup>	
Individual	\$500
Family	\$1,000
Annual Out-of-Pocket Limit <sup>2</sup>	
Individual	\$3,250
Family	\$6,500
Office Visit/Exam Charge	
Office and Home visits/Exams or Consultation (Other services received during the office visits and listed under "Other Services," below, such as therapy, are subject to deductible, copay, and /or coinsurance as listed in the rest of the summary.)	Office Visit Copay (Deductible Waived)
Primary Care Provider (PCP)* Office/Home Visit	\$15
Specialist Office/Home Visit	\$25
Office Surgery (including casts, splints, and dressings) <sup>4</sup>	20%
Allergy Injections (only), Extract Preparation	No Charge (Deductible Waived)
Therapeutic Injections: Allergy Testing	Office Visit Copay
Routine Adult Physicals and Gynecological Exams, Routine Tests (Including Pap tests, Cholesterol tests, Urinalysis, Human Papillomavirus (HPV) Screening), Colonoscopies and Mammograms (one covered at 100% annually regardless of diagnosis when in-network), Health Education Counseling (including diabetic and smoking cessation counseling), Family Planning (including insertion/removal of birth control devices, surgical sterilization in office, birth control and therapeutic injections), Immunizations (including travel immunization); Well-Child Care; Routine Vision or Hearing Screenings through age 17.	No Charge (Deductible Waived)
OTHER SERVICES	
Acupuncture, Chiropractic (Spinal Manipulation), Massage Therapy (if medically necessary), and Rolfing (combined max. benefit of 30 visits/calendar year) <sup>7</sup>	\$25 Copay (Deductible Waived)
Naprapathy (limit \$500 per year)	\$50 Copay (Deductible Waived)
Ambulance Services: Ground and Emergency Air Transport	\$25 Copay (Deductible Waived)
Ambulance Services: Inter-facility Transport <sup>3</sup>	\$0 (Deductible Waived)
Autism Spectrum Disorder Diagnosis and Treatment for all children up to age 19 or up to age 22 if still attending school. Up to 90 visits per member per year. PCP copay for Applied Behavioral Analysis (ABA). Specialist includes outpatient physical therapy occupational therapy and speech therapy.	PCP \$15 Copay Specialist \$25 Copay (Deductible Waived)
Biofeedback (for specified medical conditions only) <sup>4</sup>	\$25 Copay (Deductible Waived)

Dental/Facial Accident, Oral Surgery, and TMJ/CMJ Services	Dependent on Place of Service
Emergency Room Treatment <sup>3</sup> Physician and Other Professional Provider Charges	20% after deductible
Hearing Aids and Related Services (Age 21 and older; Routine exams/testing not covered.)	Hearing Aids: No Charge up to \$500; thereafter you pay 90% in any 36-month period
Hearing Aids and Related Services (Under age 21: Exam/testing subject to usual cost-sharing.)	Hearing Aids: No Charge up to \$2,200 per ear; thereafter you pay 90% in any 36 month period
Home Health Care/Home I.V. Services⁴	20%
Limitations, see 'What is Covered by this Plan' section of your Benefit Booklet for more information	Unlimited
Hospice Services including respite care (limited to 10 days for each 6-month period - 2 periods per lifetime) and bereavement counseling (limited to 3 sessions during the hospice benefit period)	No Charge (Deductible Waived)
Infertility: Diagnosis Only - No Treatment	Dependent on Place of Service
Lab, X-Ray, and Other Basic Diagnostic Tests (non-routine) <sup>4</sup> (Office/Freestanding Lab and Radiology)	\$25 Copay or actual allowable amount, whichever is less, per day (Deductible Waived)
Lab, X-Ray, and Other Basic Diagnostic Tests (non-routine) <sup>4</sup> (Outpatient Department of Hospital)	\$50 Copay or actual allowable amount, whichever is less, per day (Deductible Waived)
High Tech Imaging: MRI, MRA, CT Scan, PET Scan	\$500 per day (Deductible Waived)
Professional Interpretation & Reading (Lab, X-Ray, & High Tech)	No Charge
Prothrombin Time Test	\$10 Copay (Deductible Waived)
Sleep Study	20%
Inpatient Hospital/Facility Services (Copays are waived if you are re-admitted discharge or transferred to a rehab or skilled nursing facility within 15 days of di	
Medical/Surgical Acute Care, and Maternity-Related Room and Board, Covered Ancillaries, Related Professional charges <sup>5</sup> Skilled Nursing Facility (max. 60 days / calendar year) <sup>5</sup> Inpatient Physical Rehabilitation <sup>5</sup>	\$500 Facility Copay per admission plus 20%
Observation Stay including Related Professional charges	\$100 Facility Copay plus 20%
Maternity Services  Physician/Midwife Services (delivery, pre- and post-natal care, including lab, diagnostic testing, and pre-natal genetic testing, if medically necessary)	Office Visit Copay/Initial visit
Hospital Admission (including routine newborn nursery charges)	\$500 Copay per pregnancy plus 20%
Extended Stay (Non-routine) Charges for covered Newborn <sup>5</sup>	\$500 Facility Copay/admission plus 20%
Home Birth	20%
Mental Health Services <sup>4,5,9</sup>	
	000 0 (D-d('bl- W-'))
Office, Home, Outpatient Facility/Physician	\$25 Copay (Deductible Waived)
Office, Home, Outpatient Facility/Physician Inpatient	\$500 Copay plus 20%
Office, Home, Outpatient Facility/Physician Inpatient Partial Hospitalization8	\$500 Copay plus 20% \$250 Copay plus 20%
Office, Home, Outpatient Facility/Physician Inpatient Partial Hospitalization <sup>8</sup> Facility-Based Intensive Outpatient Programs (IOP) <sup>8</sup>	\$500 Copay plus 20%
Office, Home, Outpatient Facility/Physician Inpatient Partial Hospitalization <sup>8</sup> Facility-Based Intensive Outpatient Programs (IOP) <sup>8</sup> Substance Abuse Reabilitation <sup>4,5,9</sup> (Lifetime max of two courses of treatment for all services combined) Office, Home, Outpatient Facility/Physician (max. 30 days/calendar year)	\$500 Copay plus 20% \$250 Copay plus 20%

Inpatient (max. 30 days/calendar year)	\$500 Copay plus 20%
Partial Hospitalization <sup>8</sup> ( <b>max. 30 days</b> /calendar year combined with Inpatient)	\$250 Copay plus 20%
Facility-Based Intensive outpatient programs (IOP)8	\$125 Copay plus 20%
Outpatient Hospital/Facility/Ambulatory Surgery Facility <sup>4</sup> (including Related Professional Charges)	\$150 Copay plus 20%
Residential Treatment Center (RTC): (for adults age 18 & older only) LIMIT: 60-days/calendar year and 30 days per admit.	\$250 Copay plus 20%
Short-Term Rehabilitation, Outpatient and Office: Occupational Physical, and Speech Therapy Services (Member pays \$25 each visit up to a maximum of \$250 per calendar year, thereafter plan pays 100% once met for the remaining calendar year.)	\$25 Copay (Deductible Waived) up to \$250; thereafter No Charge for the remaining calendar year
Smoking/Tobacco Use Cessation (includes medication, hypnotherapy, acupuncture, related tests, and any counseling programs not eligible under Preventive)	No Charge (For Prescription Drugs, See your Express Scripts Plan for details.)
Supplies, Durable Medical Equipment, Prosthetics, and Functional Orthotics <sup>4,6</sup>	20%
Insulin Pump Supplies (insertion sets, reservoirs)	No Charge (Deductible Waived)
Therapy: Chemotherapy and Radiation Therapy Therapy, Dialysis <sup>4</sup>	No Charge (Deductible Waived) 20%
Transplant Services <sup>4,5</sup> Maximums apply to donor charges and travel and lodging. Must be received at a facility that contracts with NMHC.	Applicable Copays based on Place and Type of Service
Urgent Care (includes all services and supplies such as xray, labs, and physician fees)	\$45 Copay (Deductible Waived)
Prescriptions Drugs, Insulin, Diabetic Supplies, Nutritional Products, Smol Administered by Express Scripts. Call Express Scripts Customer Service Center	

#### Footnotes:

- All services are subject to deductible unless otherwise indicated in the Summary of Benefits (i.e., "deductible waived"). When
  applicable, the deductible must be met before benefit payments are made (excluding routine services, hearing aids for children
  under age 21 and drugs and items covered under the drug plan).
- 2. After a member reaches the applicable out-of-pocket limit, the Plan pays 100 percent of his/her covered charges for the rest of the calendar year.
- 3. Initial treatment of a medical emergency is paid at the Preferred provider benefit level. Follow-up treatment from a non-preferred provider and treatment that is not for an emergency is paid at the Non-Preferred Provider level. Nonemergency air ambulance services are covered only when it is medically necessary to transfer the patient from one facility to another.
- 4. Certain services are not covered if preauthorization is not obtained from NMHC. See the "What is Covered by the Plan" section for services that require preauthorization. Some services may require a written request for preauthorization in order to be covered.
- 5. Preauthorization is required for inpatient admissions. Some services, such as transplants and physical rehabilitation require additional authorization. If you do not receive authorization for these individually identified procedures, benefits for any related admissions will be denied.
- 6. Rental benefits for medical equipment and other items will not exceed purchase price of a new unit.
- 7. Services administered by a licensed medical doctor (MD), doctor of osteopathy (DO), physical therapist (RPT or LPT), doctor of oriental medicine (DOM), doctor of chiropractic (DC), and licensed massage therapist (LMT) are covered. Rolfing must be provided by a certified Rolfer. Naprapathy must be provided by a certified provider.
- 8. The partial hospitalization and facility-based intensive outpatient program (IOP) copayments are waived if the patient is admitted directly into either program from an inpatient facility or residential treatment center, or if the patient is admitted into a partial hospitalization program directly from an inpatient facility or residential treatment center.
- 9. This plan opted out of compliance with Mental Health Parity Addictions Equity Act.





## NMPSIA CUSTOMER SERVICE TELEPHONE NUMBERS & WEBSITES

ELIGIBILITY/ENROLLMENT PREMIUM BILLING/COBRA

Erisa Administrative Services, Inc.

**TOLL FREE** 

WEBSITE

1-800-233-3164

nmpsiaonline.nmpsia.com

(click on "Contact Us")

View your enrollment information by logging in to https://nmpsiaonline.nmpsia.com

**MEDICAL** 

**TOLL FREE** 

WEBSITE

BlueCross and BlueShield of New Mexico

1-888-966-7742

bcbsnm.com

Video Visits: mdlive.com/NMPSIA (or visit bcbsnm.com; log in as a member to locate the link)

Presbyterian

1-888-275-7737

phs.org

Video Visits: visit phs.org and click on "Login to MyPres" to locate link

**PRESCRIPTION DRUGS** 

**Express Scripts** 

1-800-498-4904

express-scripts.com

DENTAL

**United Concordia** 

1-888-898-0370

unitedconcordia.com

VISION

**Davis Vision** 

1-800-999-5431

davisvision.com

**LONG-TERM DISABILITY CLAIMS** 

The Standard

1-888-609-9763

standard.com

**LIFE CLAIMS** 

The Standard

1-888-609-9763

standard.com

#### NMPSIA ADMINISTRATIVE OFFICE

Customer Service for Administrative Matters/Claim Issues/Appeals
410 Old Taos Highway . Santa Fe, NM 87501
1-800-548-3724 . 505-988-2736 . 505-983-8670 fax . **nmpsia.com** 



#### Greetings from the Executive Director

This is our program guide to your employee benefits offered through the New Mexico Public Schools Insurance Authority (NMPSIA). NMPSIA was created by the Legislature in 1986 to purchase insurance benefits for all New Mexico public school districts (except for Albuquerque Public Schools). Other educational entities and charter schools participate in the NMPSIA program as well.

As a participant in NMPSIA, you may be entitled to FREE Basic Life Insurance if you work at least 15 hours per week. Your employer covers the full cost of this important benefit. In most districts, you may buy additional life insurance at your own cost.

You and your employer share the cost for the medical, dental, vision, and disability plans. Your payroll deduction represents only about one-third of the total cost to fund the plans.

Our High Option Medical Plan currently has a calendar year deductible which must be met before certain services will be covered. Other services are covered at an 80% coinsurance, which means the plan will cover 80% of allowable expenses and you will be responsible for 20% of the cost. Some services have a copayment with the deductible waived. We continue to cover annual, in-network routine/preventive services at 100%.

Due to increased claims costs and the state's economy, there will be some necessary plan changes effective January 1, 2017. There will also be a third medical plan offered. You will find those changes listed at nmpsia.com later this fall when we prepare materials for the fall open/switch enrollment.

The medical plans have an out-of-pocket limit, which is the cap on the total expenses you pay in copays, deductibles, and coinsurance. It is important to know that these plans, while requiring more member cost-sharing, still provide you with invaluable protection from catastrophic medical expenses.

Please don't miss the opportunity to enroll for insurance. If you delay enrolling within 31 days of becoming eligible, you may not have the chance to apply to enroll for medical, dental or vision coverage until the established open enrollment period in the fall. Further, if you do not enroll timely for additional life coverage or long term disability coverage, you will have to apply through evidence of insurability.

We are happy to announce that we are offering wellness benefits and video visits under both medical plans listed in this Program Guide. We encourage you to make every effort to take advantage of the wellness programs in order to stay as healthy as possible in order to keep your claim costs down.

Have a great school year!

Sammy J. Quintana, Esq.

Executive Director



GENERAL INFORMATION	
Employer Plan Matrix	_
NMPSIA Rules and Regulations Summary	_
Frequently Asked Questions	_
LIFE & DISABILITY INSURANCE	
Basic Life Insurance (Free)	
Additional (Voluntary) Life	_
Long Term Disability (LTD)	_
Long form bloading (LTB)	-
Notice of Privacy Practices	
MEDICAL PLANS	
Blue Cross and Blue Shield of New Mexico (BCBSNM)	
PresbyterianHigh Option Plan (offered by both BCBSNM & Presbyterian)	-
Low Option Plan (offered by both BCBSNM & Presbyterian)	-
Exclusions and Limitations	-
	_
PRESCRIPTION DRUGS (Automatic with Medical Coverage)	
Express Scripts	
Notice of Creditable Coverage	-
	-
OTHER PLANS (Your employer may or may not offer these NMPSIA Plans.)	
Dental: United Concordia	
Vision: Davis Vision	
	_
Medical, Dental and Vision Deductions	
	-
The Standard Additional Life and Long Term	
Disability Worksheet	

EMPLOYER	Basic Life	Medical Plan Choices	Dental	Vision	Disability Plan	Add
Academy for Technology and the Classics	\$10,000	BCBS, Presbyterian	YES	YES	30 days	YES
Academy of Trades and Technology	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
ACE Leadership High School	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
AFT New Mexico	\$10,000	BCBS, Presbyterian	YES	YES	30 days	n/a
Alamogordo Public Schools	\$25,000	BCBS, Presbyterian	YES	YES	90 days	YES
Albuquerque Charter Academy	\$10,000	BCBS, Presbyterian	YES	YES	30 days	YES
Albuquerque Institute of Math & Science	\$50,000	BCBS, Presbyterian	YES	YES	90 days	YES
Albuquerque School of Excellence	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Albuquerque Sign Language Academy	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Aldo Leopold Charter School	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Alice King Community School	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Alma D Arte Charter High School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Amy Biehl Charter High School	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Anansi Charter School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Animas Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Anthony Charter School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Artesia Public Schools	\$25,000	BCBS, Presbyterian	YES	n/a	n/a	YES
Association of Charter Schools Educational Services	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Aztec Municipal Schools	\$25,000	BCBS, Presbyterian	YES	YES	90 days	YES
Belen Consolidated Schools	\$50,000	BCBS, Presbyterian	YES	YES	n/a	YES
Bernalillo Public Schools	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Bloomfield Municipal Schools	\$25,000	BCBS, Presbyterian	YES	YES	n/a	YES
Capitan Municipal Schools	\$10,000	BCBS, Presbyterian	YES	YES	n/a	YES
Carinos de los Ninos	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Carlsbad Municipal Schools	\$50,000	BCBS, Presbyterian	n/a	n/a	30 days	YES
Carrizozo Municipal Schools	\$10,000	BCBS, Presbyterian	YES	YES	n/a	YES
Central Consolidated Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Central New Mexico Community College	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YE
Cesar Chavez Community School	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YE
Chama Valley Independent Schools	\$50,000	BCBS, Presbyterian	YES	YES	90 days	YE
Christine Duncan Community School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YE
Cien Aguas International School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YE
Cimarron Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Clayton Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YE
Cloudcroft Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	n/a	YES
Clovis Municipal Schools	\$50,000	BCBS, Presbyterian	n/a	n/a	30 days	YE
Cobre Consolidated Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES

EMPLOYER	Basic Life	Medical Plan Choices	Dental	Vision	Disability Plan	Add. Life
Cooperative Educational Services (CES)	\$50,000	BCBS, Presbyterian	YES	YES	n/a	YES
Coral Community Charter School	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Corona Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	60 days	n/a
Corrales International School	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Cottonwood Classical Preparatory School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Cottonwood Valley Charter School	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Cuba Independent Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Deming Public Schools	\$50,000	BCBS, Presbyterian	YES	n/a	60 days	YES
Deming Public Schools	\$25,000	BCBS, Presbyterian	YES	n/a	60 days	YES
Des Moines Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	n/a	YES
Dexter Consolidated Schools	\$25,000	BCBS, Presbyterian	YES	YES	n/a	YES
Digital Arts and Technology Academy (DATA)	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Dora Consolidated Schools	\$25,000	BCBS, Presbyterian	YES	YES	n/a	YES
Dream Dine' Charter School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Dulce Independent Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Dzit Dil Lool School of Empowerment, Action, and Perseverance (DEAP)	\$50,000	BCBS, Presbyterian	YES	YES	90 days	YES
East Mountain High School	\$10,000	BCBS, Presbyterian	YES	YES	n/a	YES
Eastern New Mexico University	\$25,000	BCBS, Presbyterian	YES	n/a	60 days	YES
El Camino Real Academy	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Elida Municipal Schools	\$25,000	BCBS, Presbyterian	n/a	n/a	n/a	YES
Espanola Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Estancia Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	n/a	YES
Estancia Valley Classical Academy	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Eunice Municipal Schools	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Explore Academy	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Farmington Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	n/a	n/a
Floyd Municipal Schools	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Fort Sumner Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Gadsden Independent Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Gallup-McKinley County Public Schools	\$25,000	BCBS, Presbyterian	YES	YES	n/a	YES
Gilbert L. Sena Charter High School	\$50,000	BCBS, Presbyterian	YES	YES	90 days	YES
Gordon Bernell Charter School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Grady Municipal Schools	\$25,000	BCBS, Presbyterian	YES	YES	60 days	YES
Grants/Cibola County Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Hagerman Municipal Schools	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Hatch Valley Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Health Leadership High School	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES

EMPLOYER	Basic Life	Medical Plan Choices	Dental	Vision	Disability Plan	Add. Life
Health Sciences Academy	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Hobbs Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	n/a	YES
Hondo Valley Public Schools	\$10,000	BCBS, Presbyterian	YES	YES	n/a	YES
Horizon Academy West Charter School	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
House Municipal Schools	\$25,000	BCBS, Presbyterian	YES	YES	n/a	YES
J Paul Taylor Academy	\$50,000	BCBS, Presbyterian	n/a	YES	30 days	YES
Jal Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Jefferson Montessori Academy	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Jemez Mountain Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Jemez Valley Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
La Academia de Esperanza Charter School	\$25,000	BCBS, Presbyterian	YES	YES	60 days	YES
La Academia Dolores Huerta	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
La Promesa Early Learning Center	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
La Resolana Leadership Academy	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
La Tierra Montessori School of the Arts & Science	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Lake Arthur Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Las Cruces Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Las Montanas Charter School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Las Vegas City Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Lea Regional Educational Coop # 7	\$50,000	BCBS, Presbyterian	YES	YES	n/a	YES
Lindrith Area Heritage Charter	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Logan Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Lordsburg Municipal Schools	\$25,000	BCBS, Presbyterian	YES	YES	n/a	YES
Los Alamos Public Schools	\$10,000	BCBS, Presbyterian	YES	YES	90 days	YES
Los Alamos Schools Credit Union	\$10,000	BCBS, Presbyterian	YES	YES	n/a	YES
Los Lunas Public Schools	\$25,000	BCBS, Presbyterian	YES	n/a	30 days	YES
Los Puentes Charter School	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Loving Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Lovington Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Luna Community College	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Magdalena Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	90 days	YES
Maxwell Municipal Schools	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
McCurdy Charter School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Media Arts Collaborative Charter School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Melrose Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	n/a	YES
Mesa Vista Consolidated Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Mesalands Community College	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES

EMPLOYER	Basic Life	Medical Plan Choices	Dental	Vision	Disability Plan	Add Life
Middle College High School	\$25,000	BCBS, Presbyterian	YES	YES	n/a	YES
Mission Achievement & Success Charter School	\$25,000	BCBS, Presbyterian	YES	YES	60 days	YES
Monte del Sol Charter School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Montessori of the Rio Grande	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Mora Independent Schools	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Moreno Valley Charter School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Moriarty-Edgewood School District	\$25,000	BCBS, Presbyterian	YES	YES	60 days	YES
Mosaic Academy	\$25,000	BCBS, Presbyterian	YES	YES	90 days	YES
Mosquero Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Mountain Mahogany Community School	\$50,000	BCBS, Presbyterian	YES	YES	90 days	YES
Mountainair Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	n/a	YES
Native American Community Academy	\$10,000	BCBS, Presbyterian	YES	YES	30 days	YES
NEA	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
NM Activities Association	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
NM Association of School Business Officials (NMASBO)	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
NM Coalition for Charter Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
NM Coalition of Educational Leaders	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
NM Connections Academy	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
NM Junior College	\$50,000	BCBS, Presbyterian	YES	YES	90 days	YES
NM School Board Association	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
NM School for the Arts	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
NM School for the Deaf	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
NM Virtual Academy	\$50,000	BCBS, Presbyterian	YES	YES	90 days	YES
NMPSIA	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
North Valley Academy	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Northern NM College	\$50,000	BCBS, Presbyterian	YES	YES	n/a	YES
Nuestros Valores Charter School	\$50,000	BCBS, Presbyterian	YES	YES	90 days	YES
Pecos Connections Academy	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Pecos Independent Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Pecos Valley Rec #8	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Penasco Independent Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Pojoaque Valley Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Portales Municipal Schools	\$25,000	BCBS, Presbyterian	YES	YES	n/a	YES
Public Academy for Performing Arts	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Quay Schools Federal Credit Union	\$25,000	BCBS, Presbyterian	YES	YES	n/a	YES
Quemado Independent Schools	\$25,000	BCBS, Presbyterian	YES	YES	n/a	YES
Questa Independent Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES

EMPLOYER	Basic Life	Medical Plan Choices	Dental	Vision	Disability Plan	Add Life
Raton Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	n/a	YES
REC #2	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Red River Valley Charter School	\$50,000	BCBS, Presbyterian	YES	YES	n/a	n/a
Regional Educational Center #6	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Reserve Independent Schools	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Rio Gallinas for Ecology and the Arts	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Rio Rancho Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Robert F. Kennedy Charter School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Roots and Wings Community School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Roswell Independent Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Roy Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Ruidoso Municipal Schools	\$10,000	BCBS, Presbyterian	YES	YES	n/a	YES
Sage Montessori Charter School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
San Diego Riverside Charter School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
San Jon Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Sandoval Academy of Bilingual Education (SABE)	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Santa Fe Community College	\$50,000	BCBS, Presbyterian	YES	YES	90 days	YES
Santa Fe Public Schools	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Santa Rosa Consolidated Schools	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
School of Dreams Academy	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Sidney Gutierrez Middle School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Siembra Leadership High School	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Silver City Consolidated Schools	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Six Directions Indigenous School	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Socorro Consolidated Schools	\$25,000	BCBS, Presbyterian	YES	YES	n/a	YES
South Valley Academy	\$50,000	BCBS, Presbyterian	YES	YES	n/a	n/a
South Valley Preparatory School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Southwest Aeronautics, Mathematics & Science Academy	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Southwest Intermediate Learning Center	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Southwest Primary Learning Center	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Southwest Secondary Learning Center	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Springer Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Taos Academy Charter School	\$25,000	BCBS, Presbyterian	YES	YES	60 days	YES
Taos Charter School	\$10,000	BCBS, Presbyterian	YES	YES	n/a	n/a
Taos Integrated School of the Arts	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Taos International School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Taos Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES

EMPLOYER	Basic Life	Medical Plan Choices	Dental	Vision	Disability Plan	Add. Life
Tatum Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Technology Leadership High School	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Texico Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	n/a	YES
The Albuquerque Talent Development SCS	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
The Ask Academy	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
The Great Academy	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
The International School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
The Masters Program	\$25,000	BCBS, Presbyterian	YES	YES	n/a	YES
The Montessori Elementary School	\$10,000	BCBS, Presbyterian	YES	YES	n/a	YES
The New America School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
The New America School - Las Cruces	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
The New Mexico International School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Tierra Adentro of New Mexico	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Tierra Encantada Charter High School	\$50,000	BCBS, Presbyterian	YES	YES	90 days	YES
Truth or Consequences Municipal Schools	\$25,000	BCBS, Presbyterian	YES	YES	n/a	YES
Tucumcari Public Schools	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Tularosa Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Turquoise Trail Charter School	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Twenty First Century Public Academy	\$50,000	BCBS, Presbyterian	YES	YES	60 days	YES
Uplift Community School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Vaughn Municipal Schools	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Vista Grande High School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Wagon Mound Public Schools	\$25,000	BCBS, Presbyterian	YES	YES	n/a	YES
Walatowa Charter High School	\$50,000	BCBS, Presbyterian	YES	YES	90 days	YES
West Las Vegas Public Schools	\$25,000	BCBS, Presbyterian	YES	YES	30 days	YES
Western NM University	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
William W. and Josephine Dorn Charter School	\$50,000	BCBS, Presbyterian	YES	YES	30 days	YES
Zuni Public Schools	\$50,000	BCBS, Presbyterian	YES	YES	90 days	YES

Active Board Member Options: Subject to health plans offered by the school district. Additional Life amount is equal to the Basic Life amount available to the school district. Basic Life and Disability coverage not available.



#### **ELIGIBLE EMPLOYEE**

You are eligible to participate in the New Mexico Public Schools Insurance Authority (NMPSIA) Employees Benefits Program if you are actively at work and work the minimum qualifying number of hours established by your employer. (In most cases, employees qualify for basic life insurance coverage because they work 15 hours or more per week. In most cases, employees qualify for all other lines of coverage because they work a minimum of 20 or more hours per week. If you work fewer than 20 hours per week but at least 15 hours per week, you may also be eligible to participate if your employer has passed a part-time employee resolution which has been approved by the NMPSIA Board of Directors).

If you are eligible, you may participate only in the lines of NMPSIA employee benefits coverage offered by your employer. Independent contractors (with the exception of one-bus owner operators) and fleet bus drivers are not eligible to participate in the NMPSIA Employee Benefits Program.

Your employer determines the rate of basic life insurance coverage (\$10,000, \$25,000, or \$50,000) for its eligible employees. If you are eligible for this basic life insurance coverage, it will be provided to you by your employer at no charge. This coverage goes into effect on the first day of the month following your hire date provided you are actively at work on the day your basic life coverage is scheduled to go into effect.

You have 31 days from your date of hire to apply for all other lines of coverage. We will consider that you have applied when you complete, sign, and turn in your application to your employer's benefits office, or when you or your employer enter your enrollment on the NMPSIA online benefit system at https://nmpsiaonline.nmpsia.com. NMPSIA does not accept retroactive effective dates, so please apply for coverage prior to the effective date being requested.

In most cases, all other lines of NMPSIA coverage will become effective on the first day of the month following the day you apply provided you are actively at work on your effective date of coverage (and your premium is withheld and/or adjusted from your payroll check). Your effective date of coverage is determined by your employer based on your payroll deductions, but this coverage can never go into effect retroactively and never any sooner than the first day of the month FOLLOWING your first day actively at work. (For example, if your date of hire is August 2, September 1 is the soonest your coverage can go into effect.)

NOTE: If you are a variable hour or seasonal employee (or a substitute), your employer determines if you are eligible for medical coverage under the Affordable Care Act guidelines. (This classification of employees is only eligible for medical coverage).

#### **BOARD MEMBER**

Actively serving (publicly elected) board members of participating school districts or colleges/universities are eligible to enroll to the NMPSIA benefit plans (except for basic life and long term disability coverage) offered to the employees at the entity they represent. Board members have 31 days from being sworn into office to apply for benefits. The additional life insurance amount available is equal to the basic life insurance amount offered to the employees at the entity. Charter school board members are not eligible to enroll for NMPSIA Benefits.

#### **ELIGIBLE DEPENDENTS**

You may apply to enroll your eligible dependents (spouse and children) to your NMPSIA Group coverage if your dependents meet NMPSIA's eligibility requirements. You will be required to present the original supportive documentation to your employer's benefits office to prove that your dependents meet NMPSIA's eligibility requirements. A copy of the appropriate supportive documentation must accompany your application or change card (or be presented to your employer, or uploaded, prior to your coverage going into effect); otherwise your dependents will experience a delayed effective date of coverage.

As a new hire, you are granted 61 days from the day your coverage goes into effect to provide the appropriate supportive documentation proving that your dependents are eligible for NMPSIA coverage. In cases of changes in status, you are granted 61 days from the qualifying event to provide the appropriate supportive documentation. In either case, coverage for your dependents will go into effect the first day of the month following the day you turn in the appropriate supportive documentation to your employer's benefits office, or uploaded, (provided you applied timely and meet the 61-day timeline for supportive documentation). The effective date of coverage for your dependents will not be made retroactive to your effective date of coverage, except for newborns and adopted children who are enrolled timely. See details



NEWBORN	CHILDREN PLACED FOR ADOPTION OR ADOPTED	
You are granted 61 days from the first of the month following your newborn's birth to provide appropriate supportive documentation to your employer's benefits office.	You are granted 61 days from the first of the month following your child's date of placement for adoption or adoption ( <i>whichever comes first</i> ) to provide appropriate supportive documentation to your employer's benefits office.	
Coverage for a newborn begins on the newborn's date of birth, provided that you are enrolled in NMPSIA family medical coverage. Any claims associated with your newborn, cannot be processed until you apply to enroll your newborn.	Coverage for an adopted child begins on date of placement or adoption (whichever comes first) provided that you are enrolled in NMPSIA family medical coverage. Any claims associated with your adopted child, or child placed for adoption cannot be processed until you apply to enroll your child.	
If you are not enrolled in NMPSIA family medical coverage, your newborn will not be automatically covered from date of birth. You must apply to enroll your newborn within 31 days from the newborn's date of birth. If you miss this 31-day enrollment period, your newborn will not be eligible for coverage until January 1.	If you are not enrolled in NMPSIA family medical coverage, your adopted child or child placed for adoption will not be automatically covered from date of adoption or placement. You must apply to enroll your child within 31 days from date of placement or adoption (whichever comes first) in order for your child's coverage to be effective from date of placement or adoption. If you miss this 31-day enrollment period, your child will not be eligible for coverage until January 1.	

The following is a list of dependents that are eligible to participate in your NMPSIA Group coverage. This list also specifies the supportive documentation required to prove your dependent's eligibility:

ELIGIBLE DEPENDENT	SUPPORTIVE DOCUMENTATION REQUIRED
· Legal Spouse	Original official state publicly filed marriage certificate from the County Clerk's Office or from the Bureau of Vital Statistics (chapel certificate is also acceptable)
Domestic Partner     (Only if Employer has elected this option)	Notarized affidavit of domestic partnership
· Child under the age of 26 as follows:	***
o Natural Child or Stepchildren	Original official state publicly filed birth certificate from the Bureau of Vital Statistics (hospital birth registration form is also acceptable)
<ul> <li>Legally adopted child or a child for whom the eligible employee is the legal guardian and who is primarily dependent on the eligible employee for maintenance and support</li> </ul>	Evidence of placement by a state licensed agency, governmental agency or a court order/decree (notarized statement and power of attorney are not acceptable)
o Child for whom you have legal guardianship	Legal Guardianship Document (notarized statement and power of attorney documents are not acceptable)



ELIGIBLE DEPENDENT	SUPPORTIVE DOCUMENTATION REQUIRED
<ul> <li>Foster child living in the same household as a result of placement by a state licensed placement agency, provided that the foster home is appropriately licensed</li> </ul>	Placement order AND foster home license
o Dependent child with qualified medical child support order	Medical Child Support Order
Child enrolled in the NMPSIA Group Plan who reaches age 26 while covered under the NMPSIA Group Plan, who is wholly dependent on the eligible employee for maintenance and support, who is incapable of self-sustaining employment because of mental or physical impairment	Evidence of incapacity and dependency in the form of a physician statement indicating diagnosis and prognosis and application must be provided 31 days before the child reaches age 26 or within 31-days from the date the child becomes incapacitated while covered under the NMPSIA Group Plan (final determination is made by the insurance carrier).

#### **INELIGIBLE DEPENDENTS**

The following ARE NOT ELIGIBLE for NMPSIA Group Coverage:

- Ex-spouses (even if stipulated in a final divorce decree)
- Common law relationships of the same or opposite sex which are not recognized by New Mexico Law unless domestic partner benefits are offered by your employer
- · Dependents while in active military service
- · Children left in the care of an eligible employee without evidence of legal guardianship
- Parents, aunts, uncles, brothers, sisters, or any other person not defined as eligible dependent under NMPSIA Rules
- · Domestic partners unless your employer has elected this option

#### **ENROLLMENT REQUIREMENTS**

You are required to provide Social Security numbers for you and your dependents to enroll in the NMPSIA Group Plan. If you are in the process of applying for a social security number, you may turn in this proof to your employer's benefits office.

You may choose to apply to enroll in single coverage. If you choose to apply to enroll one eligible dependent, you must enroll ALL eligible dependents unless one of the following applies:

- 1) the eligible dependent for which you are requesting to exclude from a particular line of NMPSIA coverage is covered for that particular line of coverage under another plan (individual, group, Medicaid, Medicare, VA, Indian Health Services, etc.):
- 2) your enrollment is due to a special event defined under the Special Enrollments Provision; or
- 3) a divorce decree states that the ex-spouse is to provide a particular coverage for your dependent child.

Supportive documentation in the form of a letter from the other plan or employer verifying other coverage is required when #1 applies. (A current insurance identification card is an acceptable form of supportive documentation if it lists the dependent's name and the type of his or her coverage.)

Supportive documentation as determined by NMPSIA is required when #2 or #3 apply (i.e., evidence of involuntary loss of coverage that specifies who lost what coverage, on what date and why the coverage was lost; original official state publicly filed birth certificate or marriage certificate; divorce decree; etc.).



#### DEADLINES FOR EMPLOYEE AND DEPENDENT ENROLLMENT

You may apply to enroll yourself and your eligible dependents for NMPSIA employee benefits within 31 days from your date of hire (first day you report to work) or within 31 days from a qualifying event that changes your status. If you are an actively serving board member, you must apply to enroll within 31 days from the date you are sworn into office.

If you miss the 31-day enrollment period or decline coverage, the following will apply:

- Medical/Prescription Coverage You may apply during the established open enrollment period in the fall, and your coverage will go into effect January 1 (coverage may begin sooner if you have a qualifying or special event occur and you apply within 31 days from the event). Exception: You have 60 days from the date of involuntary loss of Medicaid coverage or the Children's Health Insurance Program (CHIP) coverage to apply.
- **Dental Coverage** You may apply during the established open enrollment period in the fall, and your coverage will go into effect January 1 (coverage may begin sooner if you have a qualifying event occur and you apply within 31 days from the event).
- Vision Coverage You may apply during the established open enrollment period in the fall, and your coverage will go into effect January 1 (coverage may begin sooner if you have a qualifying event occur and you apply within 31 days from the event).
- Long Term Disability Coverage (LTD) and/or Additional Life Coverage (LTD) There is no open enrollment for these coverages. You may apply for ADL and LTD coverage (or increase your ADL coverage) through the evidence of insurability process (children are exempt from going through evidence of insurability). The Life and LTD Insurance Carrier will review your health statement and may request medical records in order to make a final decision on your application.

Evidence of insurability does not apply if you are promoted to a new job classification with a salary increase or if your part-time employment status changes to full-time with a salary increase provided you apply within 31 days from this qualifying event. If you are enrolled for ADL and your spouse involuntarily loses other life insurance coverage, you may apply for spouse ADL within 31 days from this qualifying event (provided you provide proof of the involuntary loss timely).

#### **CHANGE OF STATUS**

If you (or in some cases, your dependents) have a change of status due to the following qualifying events, you must report this change in status by completing, signing, and turning a change card to your employer's benefits office within 31-days from the qualifying event (or when you and your employer enter your enrollment on the NMPSIA online benefit system at <a href="https://nmpsiaonline.nmpsia.com">https://nmpsiaonline.nmpsia.com</a>):

#### **Qualifying Events:**

- · Birth
- Marriage
- · Adoption of a child or child placement order in anticipation of adoption
- Incapacity of a child covered under the NMPSIA Group Plan
- · Legal guardianship of a child
- Promotion to a new job classification with a salary increase, or employment status change from a part-time position to a full-time position with a salary increase (provided you are fulfilling the actively-at-work requirement)
- Divorce or Annulment (not a legal separation)
  - o You cannot cancel a spouse when a divorce is in progress.
  - o You are required to cancel an ex-spouse effective on the last day of the month your divorce becomes final (you will be required to provide certain pages of your final divorce decree or proof the divorce became final).
  - o If you lose other health insurance coverage as a result of divorce, you may apply to enroll in the coverage(s) lost by providing the appropriate supportive documentation listed under the next bullet point.



- Involuntary loss of group or individual coverage through no fault of the person having the group or individual insurance
  coverage (This may include an involuntary loss of medical insurance, dental insurance, vision insurance, exhaustion of
  COBRA, etc. IMPORTANT: You will be required to provide your employer's benefits office with a loss of coverage letter
  specifying who lost coverage, what type of coverage was lost, what day coverage was lost, and why coverage was lost.
  If the letter does not address each of these factors, we cannot determine the loss of coverage to be an involuntary loss
  of coverage and your enrollment may not be accepted.)
- · Loss of employment (including retirement)
- Establishment of termination through affidavit terminating domestic partnership
- Establishment of an affidavit of domestic partnership (If this option is available through your employer and provided all requirements listed in the affidavit apply.)
- Death

#### **Special Enrollment Events for Medical Coverage Only:**

Special enrollment events mandated by state and federal laws permit you to apply to enroll in medical coverage within 31 days from the occurrence of a special event.

If you meet eligibility requirements for medical coverage and <u>are not enrolled in the NMPSIA Medical Plan</u>, you may enroll yourself only, or yourself and one or more eligible dependents for NMPSIA medical coverage within 31 days from the occurrence of the following special events:

- You suffer an involuntary loss of coverage because coverage of your spouse (or domestic partner if your employer allows domestic partner enrollment) or child under another plan is terminated as a result of divorce, death, termination of employment, reduction in hours, legal separation, or termination of employer contributions
- You get married or you establish domestic partnership by affidavit (if your employer participates in offering domestic partnership coverage)
- · A child is born to you or your spouse
- · You adopt a child or a child is placed for adoption in your family
- You or any eligible dependent suffer an involuntary loss of Medicaid or CHIP coverage (you have 60 days from date of this type of loss to apply; and proof is required)

To report your change of status due to a qualifying event or a special enrollment event you are required to complete, sign and turn in a change card and supportive documentation, or you and your employer may enter your change and upload the supportive documentation on the NMPSIA online enrollment system at <a href="https://nmpsiaonline.nmpsia.com">https://nmpsiaonline.nmpsia.com</a> within 31 days from the date of your qualifying or special event. If you do not meet this 31 day deadline, you may apply for coverage during the established open enrollment in the fall with an effective date of January 1.

Further, if you do not report a change of status that causes your spouse or child to become ineligible either within 60 days from the qualifying event or within 60 days from the day coverage would end; your spouse or child will not be eligible for COBRA continuation coverage under the NMPSIA Group Plan. When a spouse or child becomes ineligible, coverage under NMPSIA Group Plan ends for him/her on the last day of the month for which he/she becomes ineligible. (Even though you have 60 days to report this change as it pertains to COBRA continuation coverage, NMPSIA Rules require that you report this change of status within 31-days from the qualifying event. This alerts NMPSIA to notify the carriers about your spouse's ineligibility to avoid unnecessary claim payments. This also allows your employer to make the necessary premium adjustments, if any, to your payroll check.) NMPSIA will retract or collect claim overpayments from you (the employee) when you are late in reporting an ineligible spouse or ineligible dependent.

**Example #1:** You divorce (or terminate your domestic partnership) on July 12th; this causes your ex-spouse (or ex-domestic partner) to become ineligible effective July 31st. You should immediately visit your employee benefits office to drop your ex-spouse (or ex-domestic partner) and any enrolled step-children (or your domestic partner's children), if applicable, from the NMPSIA Group Plan. Provide your employee benefits office with a copy of your divorce decree (or termination of domestic partner affidavit) and a "signed" record change card. Your ex-spouse (or ex-domestic partner) may apply for COBRA continuation coverage provided that you report this change of status within the timeframe



listed above. (**REMINDER**: Review your beneficiary designation and make any changes you wish. Life insurance proceeds may not be payable to an ex-spouse unless the ex-spouse is re-designated as beneficiary after the divorce becomes final.)

When you are electing NMPSIA Group coverage, you will be required to complete, sign, and turn in the appropriate application, or you and your employer may enter your enrollment and upload the supportive documentation on the NMPSIA online benefit system at <a href="https://nmpsiaonline.nmpsia.com">https://nmpsiaonline.nmpsia.com</a>. In the event of a dependent enrollment, your employer's benefits office is required to view the supportive documentation you have presented. Without the appropriate supportive documentation, your dependent's effective date of coverage will be delayed. If supportive documentation is not provided by the established deadline (61 days from your effective date or 61 days from the qualifying event), your dependent will not be eligible for coverage until January 1.

#### **ADDRESS AND PHONE NUMBER CHANGES**

In order for each insurance carrier affiliated with your NMPSIA coverage to process your address and/or phone number changes, you must report address and phone number changes directly to your employer's benefits office on the appropriate form, or you may enter these changes online at <a href="https://nmpsia.com">https://nmpsia.com</a>.

#### **BENEFICIARY CHANGES**

You may change your beneficiary (as often as you wish) for your basic life insurance coverage and your additional life insurance coverage. Contact your employer's benefits office for a "Beneficiary Designation Form". Once you complete, sign, and turn in this form to your employer's benefits office, the form will be forwarded to the NMPSIA Eligibility Administrative Office. When a life claim is filed, the life insurance carrier verifies the latest beneficiary information in your membership file. (Be sure to designate a beneficiary for your basic life insurance coverage even if you decline or are not eligible to participate in the additional life coverage.) Visit <a href="https://go.standard.com/eforms/17041.pdf">https://go.standard.com/eforms/17041.pdf</a> to view frequently asked questions about naming a beneficiary.

#### **TERMINATION OF COVERAGE EFFECTIVE DATES**

Coverage terminates for NMPSIA Group participation as follows:

- *Employees* Coverage terminates at the end of the period for which deductions are made from your payroll check. This termination date is determined by your employer.
- Actively Serving Board Members Coverage terminates on the last day of the month in which the board member's term expires.
- Dependents (spouse/domestic partner and dependent child) Coverage terminates on the last day of the month in which the eligible dependent becomes ineligible (i.e., coverage for an ex-spouse and step-children or the ex-domestic partner's children terminates on the last day of the month in which the divorce becomes final or domestic partnership terminates; coverage for any other dependent child ends on the last day of the month in which the child reaches the limiting age of 26).
- Employees on an extended leave of absence (LOA) Your employer determines when your coverage ends under the active plan. Your employer's policy may allow you to remain on the active plan for up to one year from the date your LOA was approved, so be sure to contact your employer's benefit office one month prior to reaching this 12-month period to discuss your coverage options. ALSO, be sure to contact your employer's benefits office WITHIN 31 DAYS from returning from your LOA to discuss your benefits or premiums that may have been suspended while you were on LOA. (Further, if you are on LOA due to disability, be sure to review information regarding benefits you may be eligible for under your life or disability coverage provided by The Standard.)



#### **GENERAL INFORMATION**

- The Two Year Vision Rule Once enrolled in vision, you may not drop vision until you and each of your covered dependents have been enrolled two years.
- Open Enrollment NMPSIA offers open enrollment each fall for medical, dental, and vision coverage. Once you apply (prior to January 1), the change becomes effective on January 1.
- Switch Enrollment NMPSIA offers switch enrollment each fall for medical coverage and for dental coverage. Once you apply (prior to January 1) to switch plans, the change becomes effective on January 1.
- The No NMPSIA Double Coverage Rule If both of you and your spouse work for a NMPSIA employer, you and your spouse may not enroll each other as a spouse, nor may you both cover your children. If your child is also an employee of a NMPSIA participating entity and enrolled for employee coverage, you may not cover your child as a dependent for the lines of coverage your child is enrolled as an employee. Double coverage outside of the NMPSIA Group Plan is allowed.
- Confirmation of Enrollment
  - o The NMPSIA Eligibility Administrative Office will mail or email you a Confirmation of Enrollment (or a Notice of Incomplete Enrollment if you are missing information or documentation). Review these notices carefully and report any discrepancies to your Employee Benefits office. Failure to act may cause coverage to be postponed or denied.
  - o Check your enrollment online at https://nmpsiaonline.nmpsia.com.

INSURANCE FRAUD (Federal and State Insurance Laws will Apply) — Under NMPSIA Rules and Regulations, anyone who knowingly or willfully makes any false or fraudulent statement or representation shall forfeit all employee and dependent rights to coverage or benefits. In the event of prohibited actions by an official or employee of a participating school district or other educational entity, the employer shall take the appropriate disciplinary action against the offending official or employee. If such appropriate disciplinary action is not so taken, NMPSIA reserves the right to terminate coverage for the participating school district or other education entity.

IF YOU HAVE ANY QUESTIONS ABOUT THE NMPSIA ELIGIBILITY RULES, **CONTACT YOUR EMPLOYER'S BENEFITS OFFICE OR** NMPSIA AT 1-800-548-3724, or you may contact the NMPSIA ELIGIBILITY ADMINISTRATIVE OFFICE at 1-800-233-3164.

The NMPSIA Rule and Regulations at www.nmpsia.com supersede any information contained in this Summary or Frequently Asked Questions Section on page 16. You may also log on to <a href="https://www.nmpsia.com">www.nmpsia.com</a> to find the links to contact NMPSIA staff.

#### FREQUENTLY ASKED QUESTIONS

- Q. If I decline medical coverage during my 31-day window of opportunity (31 days from date of hire or 31 days from a qualifying event), may I enroll to NMPSIA medical coverage at a later date?
- If you do not apply during your 31-day window of opportunity, you may visit your benefits office to apply for medical coverage during the established open enrollment period in the fall. Medical coverage will then go into effect on January 1. (You may have other opportunities to enroll within 31 days from involuntarily losing other medical coverage or within 31 days from the occurrence of a Federal HIPAA special event; or you have 60 days to apply to enroll within 60 days of involuntarily losing Medicaid or CHIP coverage.)
- Q. How often does NMPSIA have an open enrollment for benefits?
- NMPSIA offers open enrollment in the fall for medical, dental, and vision coverage. You may visit your benefits office during the established open enrollment period in the fall to apply. Coverage goes into effect on January 1.

There is no open enrollment for additional life coverage (ADL) or long term disability(LTD) coverage. If you declined these coverages during your 31 day window from your date of hire, you may apply through evidence of insurability with The Standard. This application can be found at nmpsia.com.

However, you can enroll for ADL or LTD without evidence of insurability is when you apply for these coverages within 31 days from going from part-time to full time with a salary increase or within 31 days from being promoted to a new employment position with a salary increase.

Further, if you are enrolled in ADL and your spouse involuntarily loses other life insurance coverage, you may apply to enroll your spouse to spouse ADL coverage within 31 days from this qualifying event. You will be required to provide evidence of involuntary loss of your spouse's life insurance coverage within 61 days.

- Q. If I select a medical plan, will I have the opportunity to switch medical or dental plans at a later date?
- Yes, NMPSIA offers switch enrollment for medical and for dental coverage each fall with an effective date of January 1. Visit your benefits office during the established switch enrollment period in the fall to apply to switch plans.
- Q. If I enroll in the NMPSIA Vision Plan, may I drop it at any time?
- No. As a safeguard to protect the utilization of the Vision Plan, NMPSIA has a 2-year enrollment requirement under this plan. You and each member of your family have to fulfill the 2-year enrollment requirement before you can drop vision coverage. If you are enrolled in a Section 125 Plan, other rules may apply. Check with your benefits office for clarification.
- Q. How will I know that my application for NMPSIA benefits has been processed and that my enrollment has been accepted?
- Upon receipt of your enrollment application, NMPSIA's Eligibility Administrative Office will mail or email you a Confirmation Notice or a Notice of Incomplete Enrollment. Review these notices carefully and immediately provide your employer's benefits office with any documentation requested to finalize your enrollment. Do this to avoid a delay or denial of coverage for your eligible dependents. You may contact your employer's benefits office for assistance or for clarification. You may also check your enrollment at https://nmpsiaonline. nmpsia.com.
- Q. I am a new hire and am applying for family coverage (employee + spouse + natural child + natural child), but I have not been able to locate my marriage certificate and birth certificate for one of my children. Will you still cover my wife and both children?
- We will initially cover you and the one child for whom you have provided a birth certificate. We will cover your spouse and your other child effective on the first day of the month following the date you provide this missing documentation to your employer's benefits office. (We will not cover these dependents retroactive to your initial effective date.) You will have 61 days from your date of hire or qualifying event to provide these missing documents. If you do not meet this deadline, your dependents will be considered late and ineligible for coverage until January 1. You will have an opportunity apply to enroll them during the established open enrollment period in the fall, and their medical, dental, or vision coverage will go into effect January 1."
- Q. Both my husband and I are employed with NMPSIA school districts. He carries family dental and vision coverage. Can I enroll in family dental and vision coverage with my employing school district to double cover my eligible dependents for dental and vision coverage?
- No, NMPSIA Rules do not permit double coverage within the NMPSIA Group Plan. You can have double coverage outside of the NMPSIA Group Plan.



#### **Basic Term Life Insurance and Accidental** Death and Dismemberment (AD&D)

100% Employer Paid

Insured by Standard Insurance Company

#### **Employee Coverage**

You are eligible for coverage if you are an active employee regularly working at least the minimum number of hours per week required by your employer, but not less than 15 hours per week.

Coverage is effective on the first day of the month following the date you become eligible.

The Accelerated Benefit option allows for payment of up to 75% of your insurance (Basic and Additional combined) if you are terminally ill with a life expectancy of 12 months or less. The maximum Accelerated Benefit amount is \$500,000.

The Specified Disease Benefit option allows for payment of up to 25% of your Basic Life insurance if you are diagnosed with certain specified diseases. Specified Disease means you have been diagnosed by a Physician as having one of the following:

- Life Threatening Cancer
- 2. Myocardial Infarction (Heart Attack)
- 3. Coronary Artery Bypass Procedure
- 4. Renal Failure
- 5. Stroke
- 6. Major Organ Transplant
- 7. Acquired Immune Deficiency Syndrome (AIDS)

Payment of Life premium may be waived if you are totally disabled, you are less than 60 years old when the disability begins, and you continue to be totally disabled. Waiver of premium begins when you complete the waiting period.

Coverage will end due to termination of your employment; however, the effective date of termination of coverage will be determined by your employer. You may convert your insurance to an individual life insurance policy with The Standard within 60 days from the date your group coverage terminates.

You may also have the option to continue your group insurance coverage through a portability provision, if you terminate employment for reasons other than disability and are less than age 65. You may port your insurance to an individual life insurance policy with The Standard within 60 days from the date your group coverage terminates. (You may port the maximum of \$300,000 of Basic Life and Additional Life combined.)

AD&D benefits may be paid in addition to Basic Life benefits. In the event of a covered accidental death, your AD&D benefit is equal to your Basic Life amount. Lesser amounts are paid for other specific accidental losses. (See page 19 and your certificate for details.)

AD&D exclusions — No AD&D insurance benefit is payable if the accident or loss is caused or contributed to by war or act of war; suicide or other intentionally self-inflicted injury while sane or insane; committing or attempting to commit an assault or felony; actively participating in a violent disorder or riot; voluntary use or consumption of any poison, chemical compound, alcohol or drug, unless used or consumed according to the directions of a physician; sickness or pregnancy existing at the time of the accident; heart attack or stroke; or medical or surgical treatment for any of the above.

Death benefits will be reduced if an Accelerated Benefit is paid. Receipt of this benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlement. However, if you meet the definition of "terminally ill individual" according to the Internal Revenue Code Section 101, your Accelerated Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit.



#### **Additional Term Life Insurance**

100% Employee Paid

Insured by Standard Insurance Company

#### **Employee Coverage**

If your employer chooses to offer Additional Life, you are eligible if you are an active employee working at least the minimum number of hours per week required by your employer, but not less than 20 hours per week, or with a NMPSIA Board-approved Annual Part-time Resolution 15 or more hours per week.

Coverage is available in amounts equal to 1, 2 or 3 times your base annual earnings (excludes special increments or pay for extracurricular activities). Annual earnings are rounded to the next higher multiple of \$1,000 if not already a multiple of \$1,000. The maximum amount available is \$600,000. Amounts in excess of \$500,000 will require proof of good health (satisfactory evidence of insurability).

If you apply for coverage within 31 days after your date of eligibility, no proof of good health is required. If you apply for coverage more than 31 days after your date of eligibility, or if you wish to increase your coverage, proof of good health is required.

The Accelerated Benefit option allows for payment of up to 75% of your insurance (Basic and Additional combined) if you are terminally ill with a life expectancy of 12 months or less. The maximum Accelerated Benefit amount is \$500,000. Your death benefit will be reduced by the amount you elect under this provision.

Payment of premium may be waived if you are totally disabled, you are less than 60 years old when the disability begins, and you continued to be totally disabled. Waiver of premium begins when you complete the waiting period.

Coverage will end due to termination of your employment; however, the effective date of termination of coverage will be determined by your employer. You may convert your insurance to an individual life insurance policy with The Standard within 60 days from the date coverage terminates.

You may also have the option to continue your group insurance coverage through a portability provision, if you terminate employment for reasons other than retirement or disability. If coverage ends due to retirement, you may continue up to \$300,000 of Additional Life, on a self-pay basis, up to age 65. (You may port the maximum of \$300,000 of Basic Life and Additional Life combined.)

#### **Dependent Term Life Insurance**

100% Employee Paid

Insured by Standard Insurance Company

#### **Spouse Coverage**

If your employer chooses to offer Additional Life and you are insured for Additional Life, you may apply for Dependent Life Insurance for your spouse. The Accelerated Benefit described above also is available to your spouse.

Spouse includes a domestic partner, if that option is selected by your employer.

The benefit amount is the lesser of (a) 50% of your Additional Life amount, or (b) 1 times your annual earnings. Annual earnings are rounded to the next higher multiple of \$1,000 if not already a multiple of \$1,000.

Proof of your spouse's good health (satisfactory evidence of insurability) is required if you apply for the benefit more than 31 days after you become eligible for Dependents Life insurance.

Spouse coverage will end upon termination of your Additional Life insurance; however, insurance may be converted to an individual policy with The Standard. In some cases, portable group insurance is also available.



Suicide Exclusion Additional and Dependent Spouse Life Insurance — If death results from suicide or other intentionally self-inflicted Injury, while sane or insane, the amount payable will exclude the amount of Life Insurance which is subject to this suicide exclusion and which has not been continuously in effect for at least 2 years on the date of death. In computing the 2-year period, we will include time insured under the Prior Plan. We will refund all premiums paid for that portion of Life Insurance which is excluded from payment under this suicide exclusion.

#### **Child Coverage**

Child Life coverage has one premium rate that covers all eligible children. Your dependent children are eligible if you are insured for Additional Life. Coverage begins at birth and continues to age 26.

Coverage is available for your eligible children in the amount of \$5,000. No evidence of good health is required.

Child coverage will end upon termination of your Additional Life insurance; however, insurance may be converted to an individual policy with The Standard. In some cases, portable group insurance is also available.

See page 47 for premium calculation or go to nmpsia.com and use "Calculate LTD and ADL Monthly Premiums".

#### Basic and Additional Life AD&D

Insured by Standard Insurance Company

#### **Employee Only Coverage**

You are automatically enrolled for this coverage if you are insured for Basic and/or Additional Life. Your coverage amount is equal to your Basic and/or Additional Life coverage amount. When payable, benefits are paid in addition to Basic and/or Additional Life benefits. Coverage will end due to termination of your employment or your retirement. AD&D terminates when Waiver of Premium begins or the date life insurance is continued under Continuation During Total Disability.

Benefits are paid at a percentage of your coverage amount for the specific loss as shown in the chart below. No more than 100% of your coverage amount will be paid for all losses due to the same accident.

Life	100%	Paraplegia	75%
Sight in both eyes	100%	Hemiplegia	50%
Both hands or both feet	100%	One hand or one foot	50%
One hand and one foot	100%	Sight in one eye	50%
One hand or one foot and sight in one eye	100%	Speech	50%
Speech and hearing in both ears	100%	Hearing in both ears	50%
Quadriplegia	100%	Thumb & index finger on the same hand	25%

Seat Belt Benefit: The plan pays the lesser of (1) \$25,000; or (2) the amount of the AD&D insurance benefit payable for loss of your life.

Air Bag Benefit: The plan pays the lesser of (1) \$10,000; or (2) the amount of the AD&D insurance benefit payable for the loss of your life.

#### Additional AD&D Benefits:

- Exposure and Disappearance Benefit
- · Coma Benefit
- Occupational Assault Benefit
- Career Adjustment Benefit (for your spouse)
- · Higher Education Benefit (for your children)
- · Child Care Benefit



AD&D exclusions - No AD&D insurance benefit is payable if the accident or loss is caused or contributed to by war or act of war; suicide or other intentionally self-inflicted injury while sane or insane; committing or attempting to commit an assault or felony; actively participating in a violent disorder or riot: voluntary use or consumption of any poison, chemical compound, alcohol or drug, unless used or consumed according to the directions of a physician; sickness or pregnancy existing at the time of the accident; heart attack or stroke; or medical or surgical treatment for any of the above.

#### Additional Benefits - Basic and Additional Life

Insured by Standard Insurance Company

Repatriation Benefit: For the covered employee only. This benefit pays for expenses incurred to transport the body (if more than 150 miles from the primary residence) to a mortuary near the employee's primary place of residence, not to exceed \$5,000 or 10% of the Life insurance benefit; whichever is less.

Funeral Assignment: This benefit allows the adult beneficiary to assign payment from the Life Insurance proceeds to the funeral home for expenses. The funeral home is paid directly by The Standard and the remaining Life Insurance benefits are paid to the beneficiary.

Life Services Toolkit: Effective July 1, 2016, employees will be able to access this benefit that provides online tools and services that can help the employee create a will, make advance funeral plans and put their finances in order. After a loss, beneficiaries can consult experts by phone or in person, and obtain other helpful information online. To access call 800.378.5742 or go online at www.standard.com. mytoolkit with the username "support".

UnitedHealthcare® Global Travel Assist: For the covered employee and covered dependents.

- Pre-Trip Assistance
- Medical Assistance Services
- **Emergency Transportation Services**
- **Travel Assistance Services**
- Personal Security Services
- **Medical Supplies**

Continuation of Benefits for Dependents: If the employee dies and had Spouse and Child Life enrollment, the Spouse and Child Life will continue for five months without premium payment.

Basic Life, Accidental Death and Dismemberment, Additional Life, Dependents Additional Life and Accidental Death and Dismemberment coverages are underwritten by Standard Insurance Company. This is intended to be a summary of your benefits and does not include all plan provisions, exclusions and limitations. A certificate, with complete plan information, including limitations and exclusions, will be provided, if there is a discrepancy between this document and the certificate issued by The Standard, the terms of the certificate will govern.



#### Long Term Disability (LTD)

Insured by Standard Insurance Company

Benefits Begin: 30, 60, or 90 days following the onset of your disability due to physical disease, mental disorder, injury, or pregnancy, depending on the benefit waiting period selected by your employer. You must satisfy the definition of disability as determined by The Standard.

Benefit Amount: 66 2/3% of the first \$7,500 monthly covered earnings (Insured Pre-disability Earnings) to a maximum of \$5,000 less deductible sources of income and disability work earnings. The minimum monthly benefit is \$100.

Pre-disability Earnings: Gross base monthly earnings that exclude: bonuses, commissions, overtime, stipends, any other extra pay, and employer pension contributions.

Deductible Sources of Income: Deductible income includes but is not limited to benefits you receive or are eligible to receive from statutory plans; Social Security amounts you, your spouse, or your children under age 18 receive or are eligible to receive because of your disability or your retirement; worker's compensation; and sick pay. Your disability benefit and other sources of income cannot exceed your indexed pre-disability earnings. See your certificate for full details.

**Definition of Disability:** You are considered disabled if, as a result of physical disease, injury, pregnancy or mental disorder, you are unable to perform with reasonable continuity the material duties of your own occupation, and you suffer a loss of at least 20% in your indexed pre-disability earnings when working in your own occupation. After the first 24 months for which LTD benefits are paid, you are considered disabled if, as a result of physical disease, injury, pregnancy, or mental disorder, you are unable to perform with reasonable continuity the material duties of any occupation.

Maximum Benefit Period: Up to your normal retirement age under the Social Security Act. However, if you become disabled at or after age 65, benefits are payable according to an age-based schedule. (See certificate for details.)

Limited Pay Periods: Disabilities caused or contributed to by mental disorder, substance abuse and some other conditions are limited to 24 months of benefits for any one or more during your lifetime. Examples of mental disorders include, but are not restricted to, schizophrenia, depression, manic-depressive illness, bipolar affective disorder, and/or anxiety disorders. Substance Abuse means use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.

Examples of other limited conditions include, but are not restricted to, chronic fatigue conditions, allergy or sensitivity to chemicals or the environment, chronic pain conditions, and/or carpal tunnel syndrome.

Return to Work Part-time: The return to work incentive provision allows you to remain eligible for benefits while you are working part-time and are still disabled. Your monthly benefits may be reduced by a portion of your disability work earnings.

Assistance with Rehabilitation: While you are disabled, you may qualify to participate in a written plan, program or course of vocational training or education that is intended to prepare you to return to work. An approved rehabilitation plan may include payment by The Standard of some or all of the expenses you incur in connection with the plan, including training and education expenses, family care expenses, job-related expenses, and job search expenses.

Assistance with Social Security Benefits: The Standard will forward LTD claims to an external provider who will assist the employee with the application process, reconsideration actions and hearing level at no cost to the employee.



#### **Long Term Disability (LTD)**

Insured by Standard Insurance Company

**Tax Payments:** The Standard will pay FICA and Medicare taxes for the employee up to 6 months from the date of disability. Upon request by the employee, The Standard will make Federal and State tax payments from the LTD benefit for the employee.

**Reasonable Accommodation Expense Benefit:** If approved in advance and in writing, The Standard will reimburse an employer (up to \$25,000 not to exceed the expenses incurred) for a reasonable accommodation that enables the employee to return to work, reduce time off of work and reduce the duration of LTD benefits.

**Assisted Living Benefit:** An additional benefit of 13 1/3% of the first \$7,500 of Predisability Earnings that is not reduced by Deductible Income, not to exceed \$1,000 per month. This benefit is extended to the severely disabled for a total benefit of 80% of Predisability Earnings.

**Lifetime Security Benefit:** If an employee has been receiving the Assisted Living Benefit and the LTD benefits end solely due to reaching the end of the Maximum Benefit Period, they may be eligible for the Lifetime Security Benefit that will continue to pay LTD benefits beyond the end of the Maximum Benefit Period.

If your LTD Benefits are continued beyond the end of the Maximum Benefit Period by the Lifetime Security Benefit, no Survivors Benefit will be paid if you die.

**Survivors Benefit:** If you die while LTD benefits are payable, and on the date you die you have been continuously disabled for at least 180 days, \$1,000 is payable to any one or more of your eligible surviving dependents, as determined by The Standard.

Waiver of Premium: While you are collecting disability benefits you do not have to pay premiums.

**Exclusions:** You are not covered for a disability caused or contributed to by war or any act of war, an intentionally self-inflicted injury while sane or insane, active participation in a riot, or committing or attempting to commit an assault or felony. You are not covered for a disability caused or contributed to by the loss of your professional license, occupational license or certification. Also, during the first 12 months of coverage, no LTD benefits will be paid for a disability caused or contributed to by a pre-existing condition or medical or surgical treatment of a pre-existing condition, as defined by The Standard.

**Premiums:** Please see page 47 or go to nmpsia.com and use "Calculate LTD and ADL Premiums". Your employer shares the cost of this benefit based on your contracted annual salary.

#### Your employer's share is:

60% if you earn \$25,000 or more 65% if you earn between \$20,000 and \$25,000 70% if you earn between \$15,000 and \$20,000 75% if you earn less than \$15,000

#### Your share is:

40% if you earn \$25,000 or more 35% if you earn between \$20,000 and \$25,000 30% if you earn between \$15,000 and \$20,000 25% if you earn less than \$15,000

Long Term Disability coverage is provided by Standard Insurance Company. Please refer to the certificate for all plan details, including any exclusions, limitations and restrictions which may apply.

#### **NOTICE OF PRIVACY PRACTICES**

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

The New Mexico Public Schools Insurance Authority (NMPSIA) is required by law to maintain the privacy of your health information and to provide you with notice of its legal duties and privacy practices with respect to your health information. If you have questions about any part of this Notice or if you want more information about the privacy practices at NMPSIA, please contact the Administrative Office located at 410 Old Taos Highway, Santa Fe, NM 87501, or by telephone at 1-800-548-3724.

#### **How NMPSIA May Use or Disclose Your Health Information**

The following categories describe the ways that NMPSIA may use and disclose your health information. For each category of uses and disclosures, we will explain what we mean and present some examples. Not every use or disclosure in a category will be listed. However, all the ways we are permitted to use and disclose information will fall within one of the categories.

- 1. Payment Functions. We may use or disclose health information about you to determine eligibility for plan benefits, obtain premiums, facilitate payment for the treatment and services you receive from health care providers, determine plan responsibility for benefits, and to coordinate benefits. For example, payment functions may include reviewing the medical necessity of health care services, determining whether a particular treatment is experimental or investigational, or determining whether a treatment is covered under your plan.
- 2. Health Care Operations. We may use and disclose health information about you to carry out necessary insurance-related activities. For example, such activities may include underwriting, premium rating and other activities relating to plan coverage; conducting quality assessment and improvement activities; submitting claims for stop-loss coverage; conducting or arranging for medical review, legal services, audit services, and fraud and abuse detection programs; and business planning, management and general administration.
- 3. Required by Law. As required by law, we may use and disclose your health information. For example, we may disclose medical information when required by a court order in a litigation proceeding such as a malpractice action.
- 4. Public Health. As required by law, we may disclose your health information to public health authorities for purposes related to: preventing or controlling disease, injury or disability; reporting child abuse or neglect; reporting domestic violence; reporting to the Food and Drug Administration problems with products and reactions to medications; and reporting disease or infection exposure.
- 5. Health Oversight Activities. We may disclose your health information to health agencies during the course of audits, investigations, inspections, licensure and other proceedings related to oversight of the health care system.
- 6. Judicial and Administrative Proceedings. We may disclose your health information in the course of any administrative or judicial proceeding.
- 7. Law Enforcement. We may disclose your health information to a law enforcement official for purposes such as identifying or locating a suspect, fugitive, material witness or missing person, complying with a court order or subpoena and other law enforcement purposes.

#### **NOTICE OF PRIVACY PRACTICES**

- 8. Coroners, Medical Examiners and Funeral Directors. We may disclose your health information to coroners, medical examiners and funeral directors. For example, this may be necessary to identify a deceased person or determine the cause of death.
- **9. Organ and Tissue Donation.** We may disclose your health information to organizations involved in procuring, banking or transplanting organs and tissues, as necessary.
- 10. Public Safety. We may disclose your health information to appropriate persons in order to prevent or lessen a serious and imminent threat to the health or safety of a particular person or the general public.
- **11. National Security.** We may disclose your health information for military, national security, prisoner and government benefits purposes.
- **12. Worker's Compensation.** We may disclose your health information as necessary to comply with worker's compensation or similar laws.
- **13. Marketing.** We may contact you to give you information about health-related benefits and services that may be of interest to you.
- **14. Disclosures to Plan Sponsors.** We may disclose your health information to the sponsor of your group health plan, for purposes of administering benefits under the plan.

#### When NMPSIA May Not Use or Disclose Your Health Information

Except as described in this Notice of Privacy Practices, we will not use or disclose your health information without written authorization from you. If you do authorize us to use or disclose your health information for another purpose, you may revoke your authorization in writing at any time. If you revoke your authorization, we will no longer be able to use or disclose health information about you for the reasons covered by your written authorization, though we will be unable to take back any disclosures we have already made with your permission.

#### **Statement of Your Health Information Rights**

- Right to Request Restrictions. You have the right to request restrictions on certain uses and
  disclosures of your health information. NMPSIA is not required to agree to the restrictions that
  you request. If you would like to make a request for restrictions, you must submit your request
  in writing to the Administrative Office, 410 Old Taos Highway, Santa Fe, NM 87501.
- 2. Right to Request Confidential Communications. You have the right to receive your health information through a reasonable alternative means or at an alternative location. To request confidential communications, you must submit your request in writing to the Administrative Office, 410 Old Taos Highway, Santa Fe, NM 87501. We are not required to agree to your request.
- 3. Right to Inspect and Copy. You have the right to inspect and copy health information about you that may be used to make decisions about your plan benefits. To inspect and copy such information, you must submit your request in writing to the Administrative Office, 410 Old Taos Highway, Santa Fe, NM 87501. If you request a copy of the information, we may charge you a reasonable fee to cover expenses associated with your request.
- 4. Right to Request Amendment. You have a right to request that NMPSIA amend your health information that you believe is incorrect or incomplete. We are not required to change your health information and if your request is denied, we will provide you with information about our

#### **NOTICE OF PRIVACY PRACTICES**

denial and how you can disagree with the denial. To request an amendment, you must make your request in writing to the Administrative Office, 410 Old Taos Highway, Santa Fe, NM 87501. You must also provide a reason for your request.

- Right to Accounting of Disclosures. You have the right to receive a list or "accounting of disclosures" of your health information made by us, except that we do not have to account for disclosures made for purposes of payment functions or health care operations, or made to you. To request this accounting of disclosures, you must submit your request in writing to the Administrative Office, 410 Old Taos Highway, Santa Fe, NM 87501. Your request should specify a time period of up to six years and may not include dates before April 14, 2003. NMPSIA will provide one list per 12 month period free of charge; we may charge you for additional lists.
- 6. Right to Paper Copy. You have a right to receive a paper copy of this Notice of Privacy Practices at any time. To obtain a paper copy of this Notice, send your written request to the Administrative Office, 410 Old Taos Highway, Santa Fe, NM 87501.

If you would like to have a more detailed explanation of these rights or if you would like to exercise one or more of these rights, contact the Administrative Office, 410 Old Taos Highway, Santa Fe, NM 87501, or by telephone at 1-800-548-3724.

NMPSIA reserves the right to amend this Notice of Privacy Practices at any time in the future and to make the new Notice provisions effective for all health information that it maintains. We will promptly revise our Notice and distribute it to you whenever we make material changes to the Notice. Until such time, NMPSIA is required by law to comply with the current version of this Notice.

#### Complaints

Complaints about this Notice of Privacy Practices or about how we handle your health information should be directed to the Administrative Office, 410 Old Taos Highway, Santa Fe, NM 87501. NMPSIA will not retaliate against you in any way for filing a complaint. All complaints to NMPSIA must be submitted in writing. If you believe your privacy rights have been violated, you may file a complaint with the Secretary of the Department of Health and Human Services.

Effective Date of This Notice: April 14, 2003



#### BlueCross BlueShield of New Mexico



# NMPSIA's Medical Plans

Offering you two plans—High-Option and Low-Option—to meet your health care needs.

NMPSIA's comprehensive and versatile Dual-Option PPO Plans administered by Blue Cross and Blue Shield of New Mexico let you choose **any physician without a referral** and give you the security of a health plan that is recognized around the world.

#### **Choose the High-Option or Low-Option Plan**

- Both feature In-Network and Out-of-Network benefits with no required referrals.
- Both include In-Network preventive health benefits with no copays or deductibles.
- · Both include Telehealth visits through MDLive®
- The Low-Option Plan offers a lower premium with a deductible and coinsurance for most benefits.

For more information call 1-888-966-7742

Or go to **bcbsnm.com**, and under *Large Groups* select *New Mexico Public Schools Insurance Authority* from the drop-down menu.

# Dual-Option PPO Plan

#### Comprehensive statewide provider network

Choose from more than 25,000 quality health care providers in our statewide Preferred Provider network. The BCBSNM network includes the only Gamma Knife technology center in New Mexico for treatment of neurological brain diseases, the only women's hospital in the state, and award-winning cancer treatment and cardiology programs.

#### BlueCard®: Coverage around the world

This innovative benefit—available to only Blue Cross and Blue Shield members—helps you access more than 97 percent of hospitals and 92 percent of physicians throughout the United States contracted with BCBS Plans, plus those in over 200 countries when you need medical care.

You can find a contracted provider online at bcbs.com or by calling the BlueCard program directly at 1-800-810-BLUE (2583). Present your member ID card at the provider's office and you'll have the same benefits that you have when you see a contracted provider in your hometown. In the United States you'll pay the same deductible, copayments, and coinsurance amounts and won't have to file claims. (In some foreign countries, you may have to pay for services and then file a claim.)

#### Blue Access for Members<sup>™</sup>: Your online resource

Blue Access for Members (BAM) is the secure, online member account and information area of our website just for our members. You can log in to BAM and:

- · Check your claim status
- · View your explanations of benefits (EOBs)
- · Confirm who is covered under your plan
- Locate a doctor, hospital, or pharmacy in your plan's network with the Provider Finder\*
- · Access health and wellness information, including preventive health guidelines, news, and health-related web tools to help you manage your health
- · Request a replacement ID card or print a temporary ID card

#### Access new and improved tools in Provider Finder

- Estimate your costs: Use the member liability estimator to research the cost of a provider's procedures, treatments, and tests and help evaluate your out-of-pocket expenses.
- Use the robust search engine: Find a network primary care physician, specialist, or hospital.
- Filter results: Narrow your search results by doctor, specialty, ZIP code, language, and gender.
- · Learn more about providers: View certifications and recognitions for doctors. Also, view feedback or add your own review for a provider.

#### Telehealth Powered by MDLIVE® On-demand health care at your fingertips

Getting sick is never convenient and finding time to get to the doctor can be hard. MDLIVE's telehealth program provides you and your covered dependents access to care for non-emergency medical needs.

Whether you're in the city, a rural area or you're on a weekend camping trip, access to a board-certified MDLIVE doctor is available 24 hours a day/seven days a week. You can speak to a doctor immediately or schedule an appointment based on your availability. Telehealth can also be a better alternative than going to the emergency room or urgent care.\*

#### Special Beginnings® for prenatal health

The first step to a healthy pregnancy and delivery is knowing all you can about your health. BCBSNM offers Special Beginnings to help you manage your pregnancy. This program is voluntary, confidential, and available at no extra cost to you. Special Beginnings can help you from early pregnancy until six weeks after delivery through:

- Identifying your pregnancy risk factors
- · Offering videos that cover topics such as eating habits, exercise, stress, and more
- · Personal telephone contact with specially trained maternity nurses who can address your needs and concerns and coordinate care with your doctor
- · Helping you manage high-risk conditions such as gestational diabetes and preeclampsia

To help ensure the best health for you and your baby, it's best to enroll in Special Beginnings as soon as you find out you are pregnant.



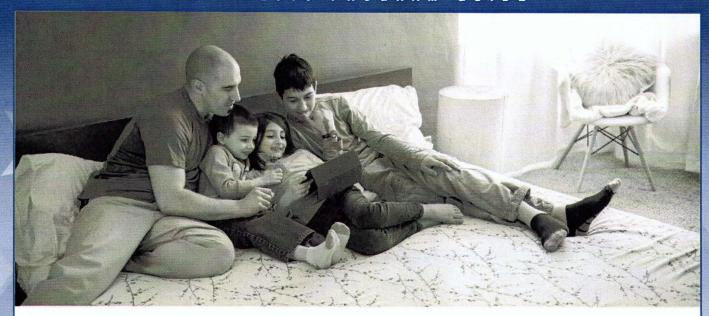


#### BlueCross BlueShield of New Mexico

The telehealth program from MDLIVE, an independent company, is offered to you by your employer as a participant in your employer's group health plan, and is neither insured through or underwritten by BCBSNM

' In the event of an emergency, this service should not take place of an emergency room or urgent care facility. Proper diagnosis should come from your doctor and medical advice is between you and your doctor

Blue Cross and Blue Shield of New Mexico, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association



# Presbyterian Health Plan membership has its benefits.

**Online convenience.** Manage your insurance and medical care online though *myPRES*, an easy-to-use, secure website just for Presbyterian members.

- Look up your benefit information securely
- Estimate out-of-pocket costs for common medical procedures with our Treatment Cost Calculator
- Pay a physician or hospital bill
- View your medical claims and explanation of benefits
- View your ID card or request a replacement
- Access Wellness at Work, a web-based application offering personal health assessments, health education tools, and more.

**Talk to a nurse 24/7.** Members have access to the PresRN nurse advice line that gives you a direct link to our experienced registered nurses (RN) for answers to your health questions and concerns. Call (505) 923-5570 or 1-866-221-9679 any day, including holidays.

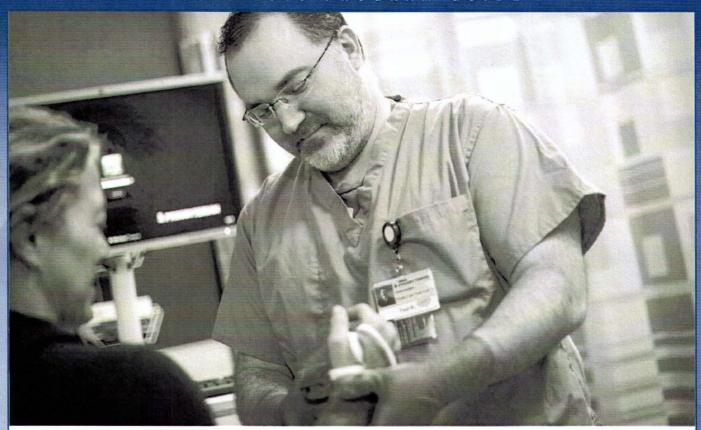
**Locally based customer service.** Our friendly representatives, located in Albuquerque, are available to answer benefit questions Monday through Friday from 7:00 a.m. to 6:00 p.m. or via email at any time to info@phs.org.

**Full access to Presbyterian's system.** With more than 850 doctors in 40 specialties and eight hospitals across New Mexico, Presbyterian offers specialized healthcare in the areas of women's health, pediatric services, heart wellness, cancer care and more.

(505) 923-5600 1-888-ASK-PRES (1-888-275-7737) www.phs.org







## Wherever you go, we've got you covered.

Presbyterian has a long tradition of serving the employees of New Mexico Public Schools Insurance Authority (NMPSIA) and their families.

Choosing the best health coverage for you and your family can be confusing, but we can help make it simple. Peace of mind comes with knowing that Presbyterian has been caring for New Mexicans since 1908 and is committed to helping our patients and members live healthier lives.

- A growing statewide network. As a Presbyterian Health Plan member, you have access to an integrated health system of eight hospitals, a large medical group, and a health plan network of more than 17,000 providers and facilities throughout New Mexico and border communities. Visit phs.org/directory for the most current list.
- National coverage. You also receive in-network benefits outside of New Mexico with nearly 900,000 providers through our partnership with the national MultiPlan/PHCS network. Specific providers are listed at multiplan.com/presbyterian.

As the provider of healthcare benefits to more than 460,000 New Mexicans, Presbyterian Health Plan offers the coverage you need to live the life you want - anytime, anywhere.

(505) 923-5600 1-888-ASK-PRES (1-888-275-7737)

phs.org



#### **HIGH OPTION - SUMMARY OF BENEFITS**

This is only a summary that lists the member cost-sharing amounts and provides a brief description of NMPSIA High Option PPO Health Plan benefits. The Summary Plan Description supersedes any information outlined in this summary.

MPSIA High Option PPO Benefits	Member's Share of Covered Charges	
here is no overall lifetime maximum benefit. However, certain ervices have maximum annual limits. See below.	In-Network Provider	Out-of-Network Provider
*Deductible *Deductible *Deductible *Deductibles changing effective 1/1/17 Individual ndividual \$750/Family \$1,500 in-network; Family ndividual \$1,500/\$3,000 out-of-network)	\$30 \$90	
Annual Out-of-Pocket Limit		
+Calendar Year OOP Maximum changing effective Individual 1/1/17 - Individual \$3,750/Family \$7,500 in-network; Family ndividual \$9,000/Family \$18,000 out-of-network)	\$2,800+ \$5,600+	\$3,200 + \$9,600 +
Office Visit / Exam Charge Office and Home visits/Exams or Consultation (Other services received during the office visits and listed under "Other Services," below, such as herapy, are subject to deductible, copay, and/or coinsurance as listed in he rest of the summary.)	(deductible waived)  Office Visit Copay	
Primary Preferred Provider Office/Home Visit Specialist /Office/Home Visit Felehealth (Virtual Video Visits) Office Surgery (including casts, splints, and dressings)	\$20 \$30 \$10	30% 30% Not Covered
Allergy Injections (only), Extract Preparation	20%	30%
Therapeutic Injections: Allergy Testing	No Charge (deductible waived)	30%
Routine/Preventive Services Routine Adult Physicals and Gynecological Exams, Routine Tests including Pap Tests, Cholesterol tests, Urinalysis, Human Papillomavirus HPV) Screening), Colonoscopies and Mammograms (one covered at 100% annually regardless of diagnosis when in-network), Health Education Counseling (including diabetic and smoking cessation counseling), Family Planning (including insertion/removal of birth control devices, surgical sterilization in office, birth control & therapeutic njections), Immunizations (including travel immunizations); Well-Child Care; Routine Vision or Hearing Screenings through age 17	Office Visit Copay  No Charge (deductible waived)	30% 30% (deductible waived)
Acupuncture, Chiropractic (Spinal Manipulation), Massage Therapy (if medically necessary), and Rolfing (combined max. penefit of 30 visits/calendar year)  Naprapathy (Limit \$500 per year)	\$30 copay (deductible waived)	30%
Ambulance Services: Ground and Emergency Air Transport	\$50 copay (deductible waived)	Not Covered
Ambulance Services: Inter-facility Transport	\$30 copay (dec	
Autism Spectrum Disorder	\$0 (deducti	
Diagnosis and Treatment of all children up to age 19 or up to age 22 if still attending school. Up to 90 visits per member per year (in & out-of-network combined) PCP copay for Applied Behavioral Analysis (ABA). Specialist includes outpatient physical therapy occupational therapy & speech therapy.	(deductible waived) PCP \$20 copay Specialist \$30 copay	30%
Biofeedback (for specified medical conditions only)	\$30 copay (deductible waived)	30% 30%
Cardiac and Pulmonary Rehabilitation (office/outpatient) Dental/Facial Accident, Oral Surgery & TMJ/CMJ Services	\$30 copay (deductible waived) Varies by services	30%
Emergency Room Treatment	20% after	deductible
Physician and Other Professional Provider Charges  Hearing Aids and Related Services  (Age 21 & older: Routine exams/testing not covered.)	20% after Hearing Aids: No Charge up to \$500 in any 36 m	thereafter you pay 90% coinsurance
Hearing Aids and Related Services	Hearing Aids: No Charge up to	\$2,200 per hearing impaired ear;
(Under age 21: Exam/testing subject to usual cost-sharing.) Home Health Care/Home I.V. Services	thereafter you pay 90% coinsu 20%	rance in any 36 month period 30%
Limitations	20 % Unlimited	120 visits/calendar year
Hospice Services including respite care (limited to 10 days for each 6-month per hospice period – 2 periods per lifetime) & bereavement counseling (limited to 3 sessions during the hospice benefit period)	No charge (deductible waived)	30%
Infertility: Diagnosis Only — No Treatment	Varies by Services	30%
Lab, X-Ray, and Other Basic Diagnostic Tests (non-routine) (Office/Freestanding Lab or Radiology)	\$30 copay or actual allowable amount, whichever is less, per day (deductible waived)	30%
Lab, X-Ray, and Other Basic Diagnostic Tests (non-routine) (Outpatient Department of Hospital)	\$60 copay or actual allowable amount, whichever is less, per day (deductible waived)	30%

NMPSIA High Option PPO Benefits	Member's Share of Covered Charges		
There is no overall lifetime maximum benefit. However, certain services have maximum annual limits. See below.	In-Network Provider	Out-of-Network Provider	
High Tech Imaging: MRI, MRA, CT Scan, PET Scan	\$600 copay or 20%, whichever is less, per day (deductible waived)	30%	
Professional Interpretation & Reading (Lab, X-Ray, & High Tech)	No Charge	30%	
Prothrombin Time Test	\$10 copay (deductible waived)	30%	
Sleep Study	20%	30%	
Inpatient Hospital/Facility Services (High Option copays are wait to a rehab or skilled nursing facility within 15 days of discharge fro	ved if you are re-admitted for the same condit om acute care facility.)	ion within 15 days of discharge or transfe	
Medical/Surgical Acute Care, and Maternity-Related Room & Board, Covered Ancillaries, Related Professional charges, Skilled Nursing Facility (max. 60 days/calendar year) Inpatient Physical Rehabilitation	\$500 facility copay per admission plus 20%	30%	
Observation Stay including Related Professional Charges	\$100 facility copay plus 20%	30%	
Maternity Services			
Physician/Midwife Services (delivery, pre- and post-natal care, including lab, diagnostic testing, and pre-natal genetic testing, if medically necessary)	Office Visit Copay/Initial visit	30%	
Hospital Admission (including routine newborn nursery charges)	\$500 copay per pregnancy plus 20%		
Extended Stay (non-routine) Charges for covered Newborn	\$500 facility copay/admission plus 20%		
Home Birth	20%		
Mental Health Services			
Office, Home, Outpatient Facility/Physician	\$30 copay (deductible waived)		
Inpatient	\$500 copay plus 20%	30%	
Partial Hospitalization	\$250 copay plus 20%	0070	
Facility-Based Intensive Outpatient Programs (IOP)	\$125 copay plus 20%		
Substance Abuse Rehabilitation (Lifetime max of two courses of treatment for all services combined.)			
Office, Home, Outpatient Facility/Physician (max. 30 days/calendar year) Inpatient	\$30 copay (deductible waived)	2007	
(max. 30 days/calendar year combined with Partial Hospitalization)	\$500 copay plus 20%	30%	
Partial Hospitalization <sup>8</sup> (max. 30 days/calendar year combined with Inpatient)	\$250 copay plus 20%		
Facility-Based Intensive Outpatient Programs (IOP)	\$125 copay plus 20%		
Outpatient Hospital/Facility/Ambulatory Surgery Facility (including Related Professional Charges)	\$150 copay plus 20%	30%	
Residential Treatment Center (RTC): (for adults age 18 & older only) LIMIT: 60 days/calendar year and 30 days per admit.	\$250 copay plus 20%	30%	
Short-Term Rehabilitation, Outpatient and Office: Occupational, Physical & Speech Therapy Services (Member pays \$30 each visit up to a maximum of \$300 per calendar year; thereafter plan pays 100% once met for the remaining calendar year.)	\$30 copay (deductible waived) up to \$300; thereafter No Charge for the remaining calendar year	30%	
Smoking/Tobacco Use Cessation	No Charge	50%	
(includes medication, hypnotherapy, acupuncture, related tests, and any counseling programs not eliqible under Preventive)		r Express Scripts Plan for details.	
Supplies, Durable Medical Equipment, Prosthetics &	Tot i rosonphori brugo, see you	. 2.4.000 complet fair for detaile.	
Functional Orthotics <sup>4,6</sup> (Support hose limited to 12 pair (or 24 hose)' Mastectomy Bras up to 6 per calendar year.) Prior Authorization needed for services over \$1,000	20%	30%	
Insulin Pump Supplies (insertion sets, reservoirs)	No Charge (deductible waived)	30%	
Therapy: Chemotherapy and Radiation Therapy Therapy: Dialysis	No Charge (deductible waived) 20%	30%	
Transplant Services	2076	30 /0	
Maximums apply to donor charges and travel and lodging. Must be received at a facility that contracts with BCBSNM or with the national BCBS transplant network.	Applicable copays based on place and type of service	Not Covered	
Urgent Care (includes all services and supplies such as xray/labs/ physician fees)	\$50 copay(deductible waived)	30%	

Prescription Drugs, Insulin, Diabetic Supplies, Nutritional Products, Smoking/Tobacco Cessation Products: Administered by Express Scripts. Call Express Scripts Customer Service Center: 1-800-498-4904.

#### **LOW OPTION - SUMMARY OF BENEFITS**

This is only a summary that lists the member cost-sharing amounts and provides a brief description of NMPSIA Low Option PPO Health Plan benefits. The Summary Plan Description supersedes any information outlined in this summary.

NMPSIA Low Option PPO Benefits There is no overall lifetime maximum benefit. However, certain	Member's Share of Covered Charges		
services have maximum annual limits. See below.	In-Network Provider	Out-of-Network Provider	
Calendar Year Deductible (*Deductibles changing effective 1/1/17 Individual Individual \$2,000/Family \$4,000 in-network; Family Individual \$4,000/\$8,000 out-of-network)	\$1,5 \$4,5		
Annual Out-of-Pocket Limit (+Calendar Year OOP Maximum changing effective Individual 1/1/17 - Individual \$3,750/Family \$7,500 in-network; Family Individual \$9,000/Family \$18,000 out-of-network)	\$3,500 + \$7,000 +	\$4,500 + \$13,500 +	
Office Visit / Exam Charge Office and Home visits/Exams or Consultation (Other services received during the office visits and listed under "Other Services," below, such as therapy, are subject to deductible, copay, and/or coinsurance as listed in the rest of the summary.) Primary Preferred Provider Office/Home Visit Specialist /Office/Home Visit	(deductible waived)  Office Visit Copay  \$25  \$35  \$10	50% 50% Not Covered	
Telehealth (Virtual Video Visits) Office Surgery (including casts, splints, and dressings)	25%	50%	
Allergy Injections (only), Extract Preparation	25%	50%	
Therapeutic Injections: Allergy Testing	25%	50%	
Routine/Preventive Services  Routine Adult Physicals and Gynecological Exams, Routine Tests (including Pap Tests, Cholesterol tests, Urinalysis, Human Papillomavirus (HPV) Screening), Colonoscopies and Mammograms (one covered at 100% annually regardless of diagnosis when in-network), Health Education Counseling (including diabetic and smoking cessation counseling), Family Planning (including insertion/removal of birth control devices, surgical sterilization in office, birth control & therapeutic injections), Immunizations (including travel immunizations); Well-Child Care; Routine Vision or Hearing Screenings through age 17	No Charge (deductible waived)	50% (deductible waived for routine testing only)	
Acupuncture, Chiropractic (Spinal Manipulation), Massage Therapy (if medically necessary), and Rolfing (combined max. benefit of 30 visits/calendar year)	25%	50%	
Naprapathy (Limit \$500 per year)	\$50 copay (deductible waived)	Not Covered	
Ambulance Services: Ground and Emergency Air Transport	25%	25%	
Ambulance Services: Inter-facility Transport  Autism Spectrum Disorder  Diagnosis and Treatment of all children up to age 19 or up to age 22 if still attending school. Up to 90 visits per member per year (in & out-of-	\$0 (deduction (deduction) \$0 (deduction)	ble waived)	
suil attending scriool. Op to 90 visits per Herinder per year (in a dut-or- network combined) PCP copay for Applied Behavioral Analysis (ABA). Specialist includes outpatient physical therapy occupational therapy & speech therapy.	PCP \$25 copay Specialist \$35 copay	50%	
Biofeedback (for specified medical conditions only)	25%	50%	
Cardiac and Pulmonary Rehabilitation (office/outpatient) Dental/Facial Accident, Oral Surgery & TMJ/CMJ Services	25% 25%	50% 50%	
Emergency Room Treatment	25% after	deductible deductible	
Physician and Other Professional Provider Charges  Hearing Aids and Related Services  (Age 21 & older: Routine exams/testing not covered.)	Hearing Aids: No Charge up to \$500	; thereafter you pay 90% coinsurance north period	
Hearing Aids and Related Services  (Under age 21: Exam/testing subject to usual cost-sharing.)  Home Health Care/Home I.V. Services	Hearing Aids: No Charge up to \$2,200 per hearing impaired ear; thereafter you pay 90% coinsurance in any 36 month period		
Limitations	25% Unlimited	50% 120 visits/calendar year	
Hospice Services including respite care (limited to 10 days for each 6-month per hospice period – 2 periods per lifetime) & bereavement counseling (limited to 3 sessions during the hospice benefit period)	25%	50%	
Infertility: Diagnosis Only – No Treatment	Varies by Services	50%	
Lab, X-Ray, and Other Basic Diagnostic Tests (non-routine) (Office/Freestanding Lab or Radiology)	\$35 copay or actual allowable amount, whichever is less, per day (deductible waived)	50%	
Lab, X-Ray, and Other Basic Diagnostic Tests (non-routine) (Outpatient Department of Hospital)	\$70 copay or actual allowable amount, whichever is less, per day (deductible waived)	50%	

MMPSIA High Option PPO Benefits There is no overall lifetime maximum benefit. However, certain ervices have maximum annual limits. See below.	Member's Share of In-Network Provider	f Covered Charges Out-of-Network Provide
ligh Tech Imaging: MRI, MRA, CT Scan, PET Scan	\$700 copay or 25%, whichever is less, per day (deductible waived)	50%
Professional Interpretation & Reading (Lab, X-Ray, & High Tech)	No Charge	50%
Prothrombin Time Test	\$10 copay (deductible waived)	50%
Sleep Study	25%	50%
npatient Hospital/Facility Services		
Medical/Surgical Acute Care, and Maternity-Related Room & Board, Covered Ancillaries, Related Professional charges, Skilled Nursing Facility (max. 60 days/calendar year) Inpatient Physical Rehabilitation	25%	50%
Observation Stay including Related Professional Charges	25%	50%
Maternity Services		
Physician/Midwife Services (delivery, pre- and post-natal care)	25%	
Hospital Admission (including routine newborn nursery charges)	25%	50%⁵
Extended Stay (non-routine) Charges for covered Newborn	25%	
Home Birth	25%	50%
Mental Health Services		
Office, Home, Outpatient Facility/Physician	25%	
Inpatient	25%	50%
Partial Hospitalization	25%	55%
Facility-Based Intensive Outpatient Programs (IOP)	25%	
Substance Abuse Rehabilitation Lifetime max of two course of treatment for all services combined.)		
Office, Home, Outpatient Facility/Physician (max. 30 days/calendar year)	25%	
Inpatient (max. 30 days/calendar year combined with Partial Hospitalization)		50%
Partial Hospitalization <sup>8</sup>	25%	
(max. 30 days/calendar year combined with Inpatient)	25%	
Facility-Based Intensive Outpatient Programs (IOP)	25%	
Outpatient Hospital/Facility/Ambulatory Surgery Facility (including Related Professional Charges)	25%	50%
Residential Treatment Center (RTC): (for adults age 18 & older	25%	500/
only) LIMIT: 60 days/calendar year and 30 days per admit.	25%	50%
Short-Term Rehabilitation, Outpatient and Office: Occupational, Physical & Speech Therapy Services (combined max of 60 visits per calendar year)	25%	50%
Smoking/Tobacco Use Cessation	No Charge	50%
includes medication, hypnotherapy, acupuncture, related tests, and any		r Express Scripts Plan for details.
counseling programs not eligible under Preventive)	For Flescription Drugs, see you	Express scripts Fian for details.
Supplies, Durable Medical Equipment, Prosthetics & Functional Orthotics <sup>4,6</sup> (Support hose limited to <b>12 pair</b> (or <b>24</b> hose)' Mastectomy Bras up to 6 per calendar year.) Prior Authorization needed for services over \$1,000	25%	50%
Insulin Pump Supplies (insertion sets, reservoirs)	No Charge (deductible waived)	50%
Therapy: Chemotherapy and Radiation Therapy	25%	55%
Therapy: Dialysis	25%	55%
Transplant Services  Maximums apply to donor charges and travel and lodging.  Must be received at a facility that contracts with BCBSNM or with the national BCBS transplant network.	Applicable copays based on place and type of service	Not Covered
Urgent Care (includes all services and supplies such as xray/labs/	\$50 copay (deductible waived)	50%

Prescription Drugs, Insulin, Diabetic Supplies, Nutritional Products, Smoking/Tobacco Cessation Products: Administered by Express Scripts. Call Express Scripts Customer Service Center: 1-800-498-4904.

#### **EXCLUSIONS AND LIMITATIONS**

## THESE PLAN EXCLUSION AND LIMITATION CATEGORIES APPLY TO ALL NMPSIA MEDICAL PLANS:

Activities of daily living. Adoption/Surrogate expenses. Certain Amniocentesis and/or ultrasound. Artificial conception. Behavioral Training. Blood charges. Breast reduction. Charges in excess of the allowable fee. Certain complications of non-benefit services. Certain convalescent care. Cosmetic and/or plastic surgery or services. Certain counseling. Court ordered services. Custodial care. Dental services. Certain dependent of a dependent (grandchild) expenses. Certain diagnostic, therapeutic, rehabilitative, or health maintenance services. Domiciliary care. Donor expenses. Certain duplicate coverage. Duplicate diagnostic testing. Certain Durable Medical Equipment, orthotics, and prosthetic devices. Education or institutional services. Environmental control. Exercise equipment. Experimental or Investigational services. Eye exercises and refractions. Foot care (routine). Genetic counseling or testing. Hair loss treatment. Hearing exams, procedures and aids. Certain Home health care.

Certain Hospice benefits. Hormone replacement therapy. Hypnotherapy. Infertility testing and treatment. Implantation. Late claim filing. Learning deficiencies and behavioral problems. Legal payment obligations. Certain Local anesthesia. Long term rehabilitation services. Maintenance or long term therapy. Medically unnecessary services. Membership fees. Certain Mental Health and Alcoholism and/or Substance Abuse treatment. Mobile or temporary testing units. No legal payment obligation. Non-covered providers. Non-human organ transplants. Non-medical equipment or expenses. Non-prescription and over the counter drugs. Non-standard or deluxe equipment. Nutritional supplements. Orthodontic appliances and treatment, crowns, bridges, or dentures. Orthopedic shoes. Orthoptics. Personal convenience items or personal services. Personal trainers. Certain physical examinations and/or immunizations. Post-termination services (services received after plan coverage ends).

Prescription drugs and certain specialty medications (see Express Scripts). Prior approval not obtained when required. Private duty nursing services. Private room expenses. Protective clothing or devices. Radial Keratotomy or LASIK. Self-help programs and therapies. Services not specifically identified as covered. Services received before the effective date. Sex change operations. Sexual dysfunction. Sperm storage. Certain standby professional services. Sterilization reversal. Certain therapies. Thermography. Certain Transplant Services. Travel and other transportation expenses, unless listed as covered under the Transplant benefit. Treatment for injuries due to committing a felony. Veterans' Administration facility services. Vision care. Vision therapy. Vitamins, nutritional supplements, special foods, formulas or diets. Vocational rehabilitation services. War-related conditions. Weight loss programs, obesity treatment, and nutritional counseling. Work-related conditions.

The above are highlights of areas which may be excluded or limited. Please refer to the booklet for complete details of exclusions and limitations or call the medical plan's customer service unit at the telephone number listed on the back cover of this guide.



#### PRESCRIPTION DRUG BENEFIT SUMMARY

Administered by Express Scripts • Toll-free: 1-800-498-4904

**Effective Date of Coverage: July 1, 2016** 

	Local Participating Pharmacy (EXCLUDES ALL WALGREENS PHARMACIES)	Mail-Order Pharmacy	
Maximum days' supply per copay	30 days	90 days	
Generic drugs	\$8 copay	\$20 copay	
Preventative products under the Patient Protection & Affordable Care Act. (Prescription required. To confirm products covered, contact Member Services at 1-800-498-4904.)	\$0 copay	\$0 copay	
Diabetic supplies & insulin	\$0 copay	\$0 copay	
Generic & preferred-brand diabetes medications	\$8 copay	\$20 copay	
Non-preferred diabetes medications and supplies	70% copay	70% copay	
Preferred brand-name drugs	30% of the discounted cost; minimum payment of \$25 and maximum payment of \$55	\$55 copay	
Non-preferred drugs	70% copay	70% copay	
	Visit <u>www.express-scripts.com</u> to view the current formulary, obtain copay cost estimates, and find less costly alternatives for your doctor's review.	Visit <u>www.express-scripts.com</u> to view the current formulary, obtain copay cost estimates, and find less costly alternatives for your doctor's review.	
Specialty drugs	\$75 copay for a 30-day supply.		
Obtained via the contracted specialty pharmacy, Accredo, after the second fill at retail.	After specialty copays add up to \$750, copays are \$50 generic, \$7 preferred and \$125 non-preferred the remainder of the calendar years.		
the second fill at retail.	*Effective January 1, 2017: Specialty copays change to \$55 generic, \$80 preferred and \$130 non-preferred.		
Immunizations administered by certified pharmacists. (See	\$0 copay	Not covered at mail order.	
definitions in this Section.)	To locate a certified pharmacist, visit <a href="https://nmpsia.com/">https://nmpsia.com/</a> <a href="mailto:ExpressScripts.html">ExpressScripts.html</a> or Contact Member Services at 1-800-498-4904.	Only available from local, certified pharmacist. Visit <a href="https://nmpsia.com/ExpressScripts.html">https://nmpsia.com/ExpressScripts.html</a> or contact Member Services at 1-800-498-4904.	
Out of pocket Maximum (specialty/ non-specialty combined): \$3,100/individual, \$6,200/family	If you choose to take a brand name drug where a generic is available, you will still pay the difference in cost between the brand and the generic even after your out-of-pocket has been met.		



#### PRESCRIPTION DRUG BENEFIT SUMMARY

Administered by Express Scripts • Toll-free: 1-800-498-4904

Effective Date of Coverage: July 1, 2016

	WALGREENS PHARMACIES ONLY
Maximum days' supply per copay	30 days
Generic drugs	\$15 copay
Preferred brand-name drugs	30% of the discounted cost; minimum payment of \$35 and maximum payment of \$70
Non-preferred drugs	70% copay
	Visit <u>www.express-scripts.com</u> to view the current formulary, obtain copay cost estimates, and find less costly alternatives for your doctor's review.
Preventative products under the Patient Protection and Affordable Care Act. (Prescription required. To confirm products covered, contact Member Services at 1-800-498-4904.)	\$0 copay
Generic & preferred-brand oral diabetic medications	\$15 copay
Diabetic insulin and supplies	Not eligible for copay waiver at Walgreens. Customary copays apply.
Specialty drugs	\$75 copay for a 30-day supply.
Obtained via the contracted specialty pharmacy, Accredo, after the second fill at retail.	After specialty copays add up to \$750, copays are \$50 generic, \$75 preferred and \$125 non-preferred the remainder of the calendar year.
	*Effective January 1, 2017: Specialty copays change to \$55 generic, \$80 preferred and \$130 non-preferred.
Immunizations administered by certified pharmacists	To locate a certified pharmacist, visit <a href="https://nmpsia.com/">https://nmpsia.com/</a> <a href="mailto:ExpressScripts.html">ExpressScripts.html</a> or contact Member Services at 1-800-498-4904
Out of pocket Maximum (specialty/non-specialty combined): \$3,100/individual, \$6,200/family	If you choose to take a brand name drug where a generic is available, you will still pay the difference in cost between the brand and the generic even after your out-of-pocket has been met.



#### **DEFINITIONS**

Generic prescription drug. A medication that contains the same active ingredient and is manufactured according to the same strict federal regulations as its brand-name counterpart. Generic medications may differ in color, size, or shape, but the Food and Drug Administration requires that they have the same strength, purity, and quality as their brand counterparts. A generic medication can be produced once the manufacturer of the brand medication is required to allow other manufacturers the opportunity to produce it.

Brand-name drug. A medication that is available only from its original manufacturer or from another manufacturer that has a licensing agreement to produce it. These medications are marketed under recognized brand names. A brand-name drug may have a generic equivalent once the manufacturer is required to allow other manufacturers the opportunity to produce it.

Multisource brand drug. A medication that may have a Food and Drug Administration generic equivalent substitute available.

Maintenance drug. A medication prescribed for long-term use (e.g., therapy taken daily by those with high blood pressure or diabetes).

Formulary. A list of commonly prescribed medications that have been selected based on their clinical effectiveness and opportunity for savings. An independent Pharmacy and Therapeutics Committee updates this list regularly, based on continuous evaluation of medications. You can contact Express Scripts at 1-800-498-4904 to determine if the medication you are taking is on the formulary. You can also locate this information at www.express-scripts.com. If a medication you are taking is not on the formulary, you may want to discuss alternatives with your doctor or pharmacist. Using medications on the formulary will keep your costs and NMPSIA's costs lower.

Coverage review (prior authorization). Express Scripts must review prescriptions for certain medications with your doctor before they can be filled under your plan, since more information than appears on a prescription is needed. The review uses plan rules based on FDA-approved prescribing and safety information, clinical guidelines, and uses that are considered reasonable, safe, and effective. Your doctor can request a coverage review (prior authorization) by calling Express Scripts at 1-800-753-2851. If you need to know whether your prescription will require a coverage review (prior authorization), visit www.express-scripts.com or call Member Services at 1-800-498-4904.

Immunizations covered if administered by a certified pharmacist include the following: DPT, MMR, Tetanus/ Diphtheria, HPV, Hepatitis A & B, Shingles, Meningococcal, Varicella (chicken pox), Influenza (Flu), Pneumonia.

Quantity management. NMPSIA sets limits on quantities of certain medications. To promote safe and effective drug therapy, certain covered medications may have quantity restrictions. These quantity restrictions are based on manufacturer or clinically approved guidelines and are subject to periodic review and change.

Request generics whenever possible. If you or your doctor selects a brand medication instead of a generic, you'll be charged the brand copay, plus the difference in cost between the brand and the generic.

Step therapy requirement. Your plan uses a coverage tool called step therapy, which requires you first to try one or more specified drugs to treat a particular condition before your plan will cover another (usually more expensive) drug that your doctor may have prescribed. Step therapy is intended to reduce costs to you and your plan by encouraging the use of medications that are less expensive but can treat your condition effectively. If your doctor believes that you should use medication that requires a review for coverage, your doctor can request such a review. Your doctor can call toll-free 1-800-753-2851, 6:00am to 7:00pm, Mountain Standard Time, Monday through Friday. To see which medications are affected by step therapy, visit www.express-scripts.com or call Member Services at 1-800-498-4904.

Specialty medications. Accredo, Express Scripts' specialty pharmacy, is the preferred provider of specialty medications. Specialty medications are used to treat complex conditions, such as cancer, growth hormone deficiency, hemophilia, hepatitis C, immune deficiency, multiple sclerosis, and rheumatoid arthritis. To find out more about your specialty prescription drug benefit, visit www. express-scripts.com or call Accredo at 1-800-501-7210.

Drug safety. Prescription drugs help fight off illness and can improve health. They can also be dangerous if the wrong person takes them, or if they're taken in the wrong amount. It's important they be taken only as directly and stored safely. Your plan partners with Express Scripts to identify unusual or excessive utilization patterns.

#### **MEMBERS WITH DIABETES**

Insulin and diabetes supplies are covered. To confirm copay or coverage of insulin or diabetes supplies, visit www.express-scripts.com or contact Member Services at 1-800-498-4904.

Diabetic Supplies & Test Strips: The test strips you currently use may no longer be covered under your formulary. As the preferred brand for Express Scripts\*, OneTouch® may offer you savings that are not available with non-preferred brands. Talk to your doctor about OneTouch® to avoid paying full cost for your diabetes supplies.

To order a OneTouch® System at no charge: Visit www.OneTouch.orderpoints.com and input order code 573EXP333 or call 1-800-668-7148 and provide order code 573EXP333. Get started with your free kit and start saving today.

Drugs for cosmetic purposes only. Over-the-counter (OTC)/OTC equivalents, except certain preventative products under the Patient Protection and Affordable Care Act. Proton Pump Inhibitors, Intranasal Steroids and Antihistamines with over-the-counter (OTC)/OTC equivalents (Prilosec\*, Nexium\*, Claritin\*, Zyrtec\*, Allegra\*, Alavert\*, Nasacort\*, Flonase\*). Compound medications that contain certain ingredients which have a FDA approved commercially available alternative drug. Medical supplies and equipment (except syringes and needles used to administer insulin, and spacers for asthma inhalers). Medications prescribed by a physician or healthcare practitioner acting outside the scope of his or her license. Experimental, investigational, and unproven drugs. Replacement prescriptions filled due to loss or theft.

This is intended as a summary only. This summary does not supersede the provisions of the program documents, which in all cases govern program eligibility and benefits. This is a summary of material modifications to the New Mexico Public Schools Insurance Authority benefit program and should be read as an amendment

#### **NOTICE OF CREDITABLE COVERAGE**

To People Eligible for Medicare: Important Notice from NMPSIA About Your Prescription Drug Coverage and Medicare

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with NMPSIA and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

- Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can
  get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan
  (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least
  a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher
  monthly premium.
- NMPSIA has determined that the prescription drug coverage we offer through all of our Plans is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is considered Creditable Coverage.

Because your existing coverage is, on average, at least as good as standard Medicare prescription drug coverage, you can keep NMPSIA coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

You can join a Medicare drug plan when you first become eligible for Medicare and each year from November 15th through December 31st. This may mean that you may have to wait to join a Medicare drug plan and that you may pay a higher premium (a penalty) if you join later. You may pay that higher premium (a penalty) as long as you have Medicare prescription drug coverage. However, if you lose creditable prescription drug coverage, through no fault of your own, you will be eligible for a sixty (60) day Special Enrollment Period (SEP) because you lost creditable coverage to join a Part D plan. In addition, if you lose or decide to leave employer/union sponsored coverage; you will be eligible to join a Part D plan at that time using an Employer Group Special Enrollment Period. You should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area.

If you decide to join a Medicare drug plan, your NMPSIA coverage will not be affected. You may keep this coverage in addition to Part D and the NMPSIA plan will coordinate with Part D coverage.

If you do decide to join a Medicare drug plan and drop your NMPSIA medical and prescription drug coverage, be aware that you and your dependents will be able to re-enroll under NMPSIA as a late enrollee.

You should also know that if you drop or lose your coverage with NMPSIA and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without prescription drug coverage that's at least as good as Medicare's prescription drug coverage, your monthly premium may go up by at least 1% of the base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without coverage, your premium may consistently be at least 19% higher than the base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following November to ioin.

#### For more information about this notice or your current prescription drug coverage...

Contact the NMPSIA office for further information at 1-800-548-3724. NOTE: You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage through NMPSIA changes. You also may request a copy from NMPSIA by contacting the Benefits Department.

#### For more information about your options under Medicare prescription drug coverage...

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage:

- Visit www.medicare.gov
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help,
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at www.socialsecurity. gov, or call them at 1-800-772-1213 (TTY 1-800-325-0778).

Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and whether or not you are required to pay a higher premium (a penalty).

> Date: July 2016

Name of Entity/Sender: **NMPSIA** Address:

410 Old Taos Highway Santa Fe, NM 87501

Phone Number: 1-800-548-3724

# UNITED CONCORDIA® DENTAL



#### **Welcome to United Concordia!**

At United Concordia, we know oral health is more than just your smile—it affects your entire body. That's why everything we do is focused on connecting you to a life of better overall health. You can count on our more than 40 years of dental experience, strong network of dentists, personal service and innovative plans to promote healthy smiles. We proudly serve the dental health needs of NMPSIA, as well as the needs of more than six million Americans worldwide.

### With your United Concordia dental plan, you will experience:

- Access to quality dentists through our Alliance network with more than 1,500 access points in New Mexico
- · Online and personal service
  - Access your benefit information when you need it, where you need it through UnitedConcordia.com and our mobile app—scan the code now to get started



- Create a My Dental Benefits account for fast, secure access to claim details, payment information, procedure history, printable ID cards and more
- Speak to a knowledgeable, US-based representative by calling 1-888-898-0370 who can resolve problems and give on-the-spot solutions

#### Why use a United Concordia network dentist?

Network dentists agree to accept our discounted fees as payment in full for covered services. Non-network dentists can charge you more. This means you'll lower your out-of-pocket expense using a network dentist. Using a network dentist maximizes your dental benefits because they:

- Save money—a network dentist saves you the difference between our negotiated fees and the dentist's regular charges; putting more money in your pocket
- Save time—a network dentist files your claims for you, saving you time and the hassle of paperwork

 Save worry—every network dentist is carefully screened, so you know you're getting high-quality care

You can still receive care from any licensed dentist, but your benefits may differ and your out-of-pocket costs could be higher with a non-network dentist. Find a dentist by visiting **UnitedConcordia.com** and click **Find a Dentist** on our homepage; select **Alliance** network.

#### Your plan includes Smile for Health®-Wellness

If you or your dependents have a chronic medical condition\* and periodontitis (gum disease), you are all eligible for improved dental benefits to better manage your condition and clear up gum disease. With Smile for Health\*–Wellness, you get 100% coverage for periodontal services, plus e-mail outreach to keep your mouth healthy. Here's how to sign up:

- Visit UnitedConcordia.com
- · Sign in to My Dental Benefits (Or, create an account)
- · Click My Oral Health
- · Add your medical condition

#### Enhanced Benefits with Smile for Health®-Wellness

Service	Coverage*
Periodontal Maintenance— <b>one additional</b> to your plan's standard limit per year	
Scaling & Root Planing	100%
Periodontal Surgery—four procedures**	

- \* Conditions include diabetes, heart disease, lupus, oral cancer, organ transplant, rheumatoid arthritis, stroke
- \*\* Four procedures related to gingival flap or osseous surgeries. Must have selected High Option to have Periodontal Surgeries covered.

#### UNITED CONCORDIA® DENTAL



#### Q. Do I have to complete a claim form for each dental visit?

A. If you receive care from a network dentist, he or she will file your claim for you. If you receive care from a non-network dentist, you may have to complete and submit your own claims. You can receive a claim form by visiting UnitedConcordia.com, click Members, then Forms.

#### Q. How will orthodontic benefits be paid if I am currently undergoing orthodontic treatment?

A. An orthodontic treatment plan must be submitted by the treating provider to determine the remaining benefit that you may be entitled.

#### Q. How can I know what my out-of-pocket costs will be for a procedure?

A. For services beyond routine diagnostic and preventive, most dentists will give you a pre-treatment estimate at the time they schedule your next appointment. This will give you an estimate of what the dentist expects to receive from your insurance per procedure. Or, ask the dental office to provide a list of procedures to be performed and their corresponding fees. You can then call Customer Service or go to My Dental Benefits on UnitedConcordia.com to determine how much your plan will cover for these procedures. For more exact cost information, ask your dentist for a predetermination of benefits.

#### Q. Does United Concordia require predetermination of benefits?

A. Predeterminations are not required, although you should consider requesting that your dentist provide a predetermination before you begin treatment for services like crowns or dentures. That way you'll know whether or not a service is covered and how much you can expect to pay out-of-pocket.

#### Q. Are there frequency limitations for certain services?

A. Yes. For example, you can receive a 2 routine cleaning once in a 12 month period. This is not calendar year, this is a rolling 12 month period.

1st Cl	eaning
Date	Covered?
10/04/15	Yes



2nd Cleaning		
Date	Covered?	
05/01/16	Yes	



S. Guide	3rd Cleaning					
Date	Date Covered? Date Covered					
09/25/16	No	10/07/16	Yes			

In addition there are frequency limitations for x-rays and other services. Please refer to your Certificate of Insurance for a complete listing of Plan Limitations and Exclusions.

#### Q. When should I take my child to the their first dental appointment?

A. ADA recommends the first dental visit six months after the first tooth appears, but no later than the child's first birthday.

#### Q. Can I receive care from a dentist that is not in United Concordia's network?

A. Yes, you can receive care from any licensed dentist. If you choose to see a non-network dentist, you will be responsible for higher coinsurance amounts, subject to lower plan maximums and billed for any charges over and above United Concordia's allowed amount for covered services.

#### Q. How much will I pay if go out of network?

A. Depends on the plan, type of procedure and the dentist location. The following chart shows an example of the difference in costs if you have the high plan and receive a crown:

Dental Care from	Example Dentist	Plan	Plan Pays 50%	Member Owes the
IN-NETWORK DENTIST	Charge	Allowance		Network Dentist
1 Crown	\$1,200	\$690	\$690 minus \$50 deductible = \$640 \$640 x .50 = \$320	\$370 (\$690-320 = \$370)

Dental Care from NON-NETWORK DENTIST	Example Dentist Charge	Plan Allowance	Plan Pays 35%	Member Owes the Non-Network Dentist
1 Crown	\$1,200	\$690	\$690 minus \$50 deductible = \$640 \$640 x .35 = \$224	\$976 (\$1,200–224 = \$976)

Actual cost will vary depending on geographic area and actual dentist charge. You can request a predetermination to help determine your out-of-pocket cost. A predetermination lets you know what procedures will or won't be covered prior to receiving services. It calculates the total amount you owe and what your plan will cover based on your coinsurance amounts. A predetermination is not a guarantee of payment—it is an estimate of what you can expect to owe.

# United Concordia<sup>®</sup> Dental



#### **HIGH OPTION**

#### Concordia Preferred Comprehensive Plan

HIGH OF HON				•
Benefit Category	Alliance	Network	Non-Network	
bellent Category	Plan Pays <sup>1</sup>	You Pay¹	Plan Pays⁴	You Pay
Diagnostic & Preventive Services  ■ Routine Oral Exams (twice every 12 months) ■ Routine Cleanings (twice every 12 months) ■ Periodontal Cleanings (twice every 12 months) ■ X-rays—complete mouth (once every 5 years); bitewings (twice every 12 months through age 13, once every 12 months thereafter) ■ Sealants (through age 15): permanent first and second molars only ■ Emergency Treatment for Relief of Pain ■ Fluoride Treatment (twice every 12 months through age 19)	100%	0% (No Deductible)	100% (of Allowed Amount)	0% (of Allowed Amount) + Any charges in excess of the allowed amount (No Deductible)
Basic Services  Basic Restorative (amalgam and posterior composites) Simple Extractions Endodontics Repair of Denture and Bridgework General Anesthesia & IV Sedation (covered only in conjunction with dental surgery) Complex Oral Surgery Surgical Periodontics Nonsurgical Periodontics	80%	20% (Deductible Applies)	55% (of Allowed Amount)	45% (of Allowed Amount) + Any charges in excess of the allowed amount (Deductible Applies)
Removable Partial or Complete Dentures and Fixed Bridges (to replace teeth lost while insured under this contract)     Inlays, Onlays & Crowns (when teeth cannot be restored to normal form and function with amalgam, composite resin or plastic fillings)     Implant Coverage	50%	50% (Deductible Applies)	35% (of Allowed Amount)	65% (of Allowed Amount) + Any charges in excess of the allowed amount (Deductible Applies)
Orthodontic Services ■ Diagnostic, Active, Retention Treatment Adult and Child	50%	50% (No Deductible)	50% (of Allowed Amount)	50% (of Allowed Amount) + any charges in excess of the allowed amount (No Deductible)
Included Plan Features ■ Pregnancy Benefit	<ul> <li>Covers 1 additional cleaning during pregnancy</li> <li>Covers 1 additional periodontal maintenance</li> </ul>			
<ul> <li>Smile for Health*–Wellness² (Provides periodontal care for people with certain chronic medical conditions: diabetes, heart disease, lupus, oral cancer, organ transplant, rheumatoid arthritis and stroke)</li> </ul>	<ul> <li>Covers 1 additional periodontal maintenance per year and are covered at 100%</li> <li>Scaling and root planing are covered at 100%</li> <li>4 periodontal surgery procedures are covered at 100%</li> </ul>			ed at 100%
Calendar Year Deductible (per person/per family)	\$50	/\$150		\$50/\$150
Calendar Year Maximum (per person) <sup>3</sup>	\$1	,500		\$1,000
Lifetime Orthodontic Maximum (per person)	\$1	,500		\$500

- 1. Network providers agree to accept United Concordia's maximum allowable charge as payment-in-full.
- 2. Members (subscribers or covered dependents) with certain medical conditions must sign up for this program through My Dental Benefits on UnitedConcordia.com. 3. Network and non-network maximums cannot be combined.
- 4. Non-network reimbursed at the 80th percentile.

This Benefit Summary highlights some of the benefits available under your plan. A complete description regarding the terms of coverage and exclusions and limitations will be provided in your summary plan description, available online at www.nmpsia.state.nm.us.

# UNITED CONCORDIA® DENTAL



#### **LOW OPTION**

#### Concordia Preferred Basic Plan

	Alliance	Network		Non-Network	
Benefit Category	Plan Pays <sup>1</sup>	You Pay <sup>1</sup>	Plan Pays⁴	You Pay	
Diagnostic & Preventive Services  Routine Oral Exams (twice every 12 months) Routine Cleanings (twice every 12 months) Periodontal Cleanings (twice every 12 months) X-rays—complete mouth (once every 5 years); bitewings (twice every 12 months through age 13, once every 12 months thereafter) Sealants (through age 15), permanent first and second molars only Emergency Treatment for Relief of Pain Fluoride Treatment (twice every 12 months through age 19)	100%	0% (No Deductible)	25% (of Allowed Amount)	75% (of Allowed Amount) + Any charges in excess of the allowed amount (No Deductible)	
Basic Services  Basic Restorative (amalgam and posterior composites) Simple Extractions Endodontics (root canal therapy only) Repair of Denture and Bridgework Nonsurgical Periodontics	80%	20% (Deductible Applies)	25% (of Allowed Amount)	75% (of Allowed Amount) + Any charges in excess of the allowed amount (Deductible Applies)	
Complex Oral Surgery     Surgical Periodontics (including endodontic surgery)     Removable Partial or Complete Dentures and Fixed Bridges     Inlays, Onlays & Crowns (when teeth cannot be restored to normal form and function with amalgam, composite resin or plastic fillings)	Not Covered				
Orthodontic Services ■ Diagnostic, Active, Retention Treatment	Not Covered			ı	
Included Plan Features ■ Pregnancy Benefit	<ul> <li>Covers 1 additional cleaning during pregnancy</li> <li>Covers 1 additional periodontal maintenance</li> </ul>				
<ul> <li>Smile for Health®-Wellness² (Provides periodontal care for people with certain chronic medical conditions: diabetes, heart disease, lupus, oral cancer, organ transplant, rheumatoid arthritis and stroke)</li> </ul>	<ul> <li>Covers 1 additional periodontal maintenance per year and are covered at 100%</li> <li>Scaling and root planing are covered at 100%</li> </ul>				
Calendar Year Deductible (per person/per family)	\$50/\$150				
Calendar Year Maximum (per person) <sup>3</sup>	\$1,500				
Lifetime Orthodontic Maximum (per person)	Not Covered			ı	

<sup>1.</sup> Network providers agree to accept United Concordia's maximum allowable charge as payment-in-full.

This Benefit Summary highlights some of the benefits available under your plan.

A complete description regarding the terms of coverage and exclusions and limitations will be provided in your summary plan description, available online at www.nmpsia.state.nm.us.

<sup>2.</sup> Members (subscribers or covered dependents) with certain medical conditions must sign up for this program through My Dental Benefits on UnitedConcordia.com.

Network and non-network maximums cannot be combined.
 Non-network reimbursed at the 80th percentile.





#### Premier Vision Plan

New Mexico Public Schools Insurance Authority is pleased to provide this information about your vision care plan, administered by Davis Vision, Inc., a leading national administrator of vision care programs. Healthy eyes and clear vision are an important part of your overall health and quality of life. With the rising cost of eyewear you can't afford not to be covered through a managed vision care plan. Your vision plan helps you care for your eyes while saving you money by offering:

#### Paid-in-full eye examinations, eyeglasses and contacts!

Frame Collection: Your plan includes a selection of designer, name brand frames that are completely covered in full."

Contact Lens Collection: Select from the most popular contact lenses on the market today with Davis Vision's Contact Lens Collection.11

One-year eyeglass breakage warranty included on plan eyewear at no additional cost!

#### How to locate a Network Provider...

Just log on to the Open Enrollment section of our Member site at davisvision.com and enter Client Code 7129 to locate a provider near you including:



Eligibility for vision care benefits is determined by the same rules that apply to your other health care benefits. A description of coverage is listed to the right. Keep in mind that this information is a summary only. Please Refer to the plan's official Summary Plan Description for full details, including all limitations and exclusions. Once enrolled just log on to our Member site at www.davisvision.com or call us at 1.800.999.5431 for more information.

The Davis Vision Collection is available at most participating independent provider locations. Collection

The Davis vision Coection is available at most participating independent provider locations. Collectol is subject to change. Collection is inclusive of select force and multificat contacts. For dependent children, monocular patients and patients with prescriptions of 6.00 diopters or greater. Additional discounts on applicable at Walmart or San's Club locations. Transition® is a registered trademark of Transition® inc. Enhanced frame allowance available at all Visionworks Locations nationwide.

yes. Vision has made every effort to correctly summanze your vision plan features. In the event of inflict between this information and your organization's contract with Davis Vision, the terms of the urance policy will preva

IN-NETWORK BENE	FITS
Eye Examination	Every 12 months, <b>Covered in full</b> after \$10 copayment
Eyeglasses	
	Every 12 months, Covered in full
Spectacle Lenses	For standard single-vision, lined bifocal, or trifocal lenses after \$15 copayment
	Every 24 months, Covered in full
	Any Fashion, Designer or Premier frame from Davis Vision's Collection' <sup>1</sup> (value up to \$190)
	OR
Frames	\$40 wholesale allowance toward any other frame from provider
	OR
	\$130 retail allowance to go toward any frame from a Visionworks family of store locations. <sup>5</sup>
Contact Lenses (in	lieu of eyeglasses)
	Every 12 months,
Contact Lens	Collection Contacts: Covered in full
Evaluation, Fitting & Follow Up Care	OR
	Non Collection Contacts: 15% discount <sup>(3)</sup>
	Every 12 months, Covered in full
	Any contact lenses from Davis Vision's Contact Lens Collection <sup>1</sup>
Contact Lances	OR
Contact Lenses	\$110 retail allowance toward provider supplied contact lenses, plus 15% off balance <sup>13</sup>
	OR
	Visually required contacts covered in full with prior approval
ADDITIONAL DISC	OUNTED LENS OPTIONS & COATINGS

#### Lower costs and more benefits! See the savings!

MOST POPULAR OPTIONS

Standard Anti-Reflective (AR) Coating

Standard Progressives (no-line bifocal)

Plastic Photosensitive (Transitions®4)

Scratch-Resistant Coating

Polycarbonate Lenses

Service	Without Davis Vision	With Davis Vision	
Eye Examination	\$100	\$10	INVESTMENT OF THE
Lenses			
Bifocals	\$80	\$15	
Scratch-Resistant Coating	\$45	\$0	Savings up to
Transitions®/4	\$123	\$65	\$358
Frame	\$100	\$0	
Total	\$448	\$90	

Without

Davis Vision

\$45

\$64

\$62

\$154

With

Davis Vision

50 \$02-\$30

\$35

\$50

## **Davis Vision** plans offer...

#### Value for our Members

A comprehensive benefit ensuring low out-ofpocket cost to members and their families. Our goal is 100% member satisfaction.

#### Convenient Network Locations

A national network of credentialed preferred providers throughout the 50 states.

#### Freedom of Choice

Access to care through either our network of independent, private practice doctors (optometrists and ophthalmologists) or select retail partners.

#### Value-Added Features:

- Mail Order Contact Lenses Replacement contacts (after initial benefit) through DavisVisionContacts.com mail-order service ensures easy, convenient, purchasing online and quick, direct shipping to your door. Log on to our member Web site for details.
- Laser Vision Correction discounts of up to 25% off the provider's Usual & Customary fees, or 5% off advertised specials. whichever is lower.

#### Contact Info

For more details about the plan prior to enrolling, just log on to the Open Enrollment section of our Member site at davisvision.com or call 1.877.923.2847 and enter Client Code 7129.

ADDITIONAL LENS OPTIONS	DAVIS VISION	DAVIS VISION
All Ranges of Prescriptions and Sizes	\$90	\$0
Plastic Lenses	\$33	\$0
Oversized Lenses	\$20	\$0
Tinting of Plastic Lenses	\$20	\$0
Scratch-Resistant Coating	\$45	\$0
Polycarbonate Lenses	\$64	\$0 <sup>/1</sup> or \$30
Ultraviolet Coating	\$28	\$12
Standard Anti-Reflective (AR) Coating	\$62	\$35
Premium AR Coating	\$80	\$48
Ultra AR Coating	\$113	\$60
Intermediate-Vision Lenses	\$150	\$30
Standard Progressive Addition Lenses	\$154	\$50
Select Progressive Addition Lenses	\$248	\$70
Premium Progressive Addition Lenses	\$248	\$90
Ultra Progressive Addition Lenses	\$462	\$140
High-Index Lenses	\$120	\$55
Plastic Photosensitive Lenses	\$123	\$65
Scratch Protection Plan (Single vision   Mul	tifocal lenses)	\$20   \$40

<sup>1</sup> Polycarbonate lenses are covered in full for dependent children, monocular patients and patients with prescriptions 6.00 diopters or greater

#### Out-of-Network Benefits

You may receive services from an out-of-network provider, although you will receive the greatest value and maximize your benefit dollars if you select a provider who participates in the network. If you choose an out-of-network provider, you must pay the provider directly for all charges and then submit a claim for reimbursement to:

Vision Care Processing Unit P.O. Box 1525 Latham, NY 12110

#### **OUT-OF-NETWORK REIMBURSEMENT SCHEDULE**

Eye Examination up to \$35 | Frame up to \$35 Spectacle Lenses (per pair) up to: Single Vision \$25, Bifocal \$40, Trifocal \$55, Lenticular \$80 Elective Contacts up to \$110, Visually Required Contacts up to \$210

#### **MEDICAL, DENTAL, VISION MONTHLY DEDUCTIONS**

If you earn \$25,000 or more, monthly payroll deductions are:				
	Single	Two Party	Family	
Blue Cross Blue Shield - High Option	\$252.32	\$479.86	\$640.92	
Blue Cross Blue Shield – Low Option	\$209.70	\$398.80	\$532.68	
Presbyterian – High Option	\$204.06	\$428.46	\$571.34	
Presbyterian – Low Option	\$169.60	\$356.10	\$474.82	
Dental – High Option	\$10.90	\$20.74	\$32.60	
Dental – Low Option	\$5.46	\$10.38	\$16.30	
Vision	\$2.50	\$4.18	\$5.66	

If you earn \$20,000 but less than \$25,000, monthly payroll deductions are:				
	Single	Two Party	Family	
Blue Cross Blue Shield - High Option	\$220.78	\$419.88	\$560.80	
Blue Cross Blue Shield - Low Option	\$183.48	\$348.96	\$466.10	
Presbyterian - High Option	\$178.54	\$374.90	\$499.92	
Presbyterian – Low Option	\$148.40	\$311.58	\$415.46	
Dental – High Option	\$9.54	\$18.16	\$28.52	
Dental – Low Option	\$4.78	\$9.08	\$14.26	
Vision	\$2.20	\$3.68	\$4.94	

If you earn \$15,000 but less than \$20,000, monthly payroll deductions are:				
	Single	Two Party	Family	
Blue Cross Blue Shield - High Option	\$189.24	\$359.90	\$480.70	
Blue Cross Blue Shield Low Option	\$157.26	\$299.10	\$399.52	
Presbyterian - High Option	\$153.04	\$321.34	\$428.50	
Presbyterian – Low Option	\$127.20	\$267.08	\$356.12	
Dental – High Option	\$8.18	\$15.56	\$24.44	
Dental – Low Option	\$4.10	\$7.78	\$12.22	
Vision	\$1.88	\$3.14	\$4.24	

If you earn less than \$15,000, monthly payroll deductions are:					
	Single	Two Party	Family		
Blue Cross Blue Shield - High Option	\$157.70	\$299.92	\$400.58		
Blue Cross Blue Shield – Low Option	\$131.06	\$249.24	\$332.92		
Presbyterian – High Option	\$127.52	\$267.78	\$357.08		
Presbyterian – Low Option	\$106.00	\$222.56	\$296.76		
Dental – High Option	\$6.82	\$12.96	\$20.38		
Dental – Low Option	\$3.42	\$6.50	\$10.18		
Vision	\$1.58	\$2.64	\$3.54		

#### FOR ADDITIONAL LIFE INSURANCE AND LONG TERM DISABILITY **DEDUCTIONS, PLEASE SEE NEXT PAGE.**

The contribution rates are effective October 1, 2016 and represent the maximum employee contribution allowed by law. They are subject to change. Payroll deductions are made in advance of coverage (For example, September deductions pay for October coverage). Your deductions above represent about 1/3 of the total cost; your employer pays the rest. Your employer may have a customized payroll deduction table, so please verify your actual premiums with your Benefits/Human Resource Office.

#### MONTHLY DEDUCTION WORKSHEET

"Calculate LTD and ADL Monthly Premiums" at nmpsia.com



#### THE STANDARD ADDITIONAL (VOLUNTARY) LIFE (pages 18-19)

Age of Adult	Under 30	30-39	40-44	45-49	50-54	55-59	60-64	65-69	70 +	Child(ren)
Rate per \$1,000	\$.04	\$.06	\$.08	\$.12	\$.22	\$.34	\$.52	\$.78	\$1.02	\$.24/mo.

#### **EMPLOYEE PAYS 100% OF THE PREMIUM.**

To calculate your Additional Life monthly payroll deduction, follow

Example: Employee Age 46 earning \$34,666 choosing 3x for Employee Life Insurance and

hese steps:	enrolling Spouse Age 36 and Children			
Enter Annual Contracted Salary, rounded to next higher \$1,000	\$35,000			
Multiply by your selection (1x, 2x, or 3x) (Maximum amount \$500,000 without medical underwriting; \$600,000 if approved by medical underwriting)	3 x \$35,000 = \$105,000			
Divide by 1,000 (for # of units of \$1,000)	\$105,000 / \$1,000 = 105			
Multiply by the rate for Employee's age group to get the Employee Life Insurance deduction	Rate for ages 45-49 is \$.12 105 x \$.12 = \$12.60			
If insuring Spouse, enter the lesser of:  (a) 50% of your Additional Life Insurance or  (b) 1x your Annual Contracted Salary, rounded to the next higher \$1,000	Spouse amount limited to \$35,000 in this example because spouse amount may not exceed 1x Employee's Salary rounded to the next higher \$1,000			
Divide by 1,000 (for # of units of \$1,000)	\$35,000 / 1,000 = 35			
Multiply by the rate for Spouse's age group to get the deduction for Spouse Life	Rate for ages 30-39 is \$.06 35 x \$.06 = \$2.10			
If insuring Child(ren) for the Children's Additional Life Coverage of \$5,000, add \$.24	\$.24			
Add amounts in shaded rows for your total deduction for Additional Life	\$12.60 for \$105,000 on Employee \$ 2.10 for \$35,000 on Spouse \$ .24 for \$5,000 on Children \$14.94 per month			

#### THE STANDARD LONG TERM DISABILITY PLAN (pages 21-22)

Benefit Waiting Period Monthly Premium (as selected by your employer) 30 Day Wait \$.58 per \$100 payroll 60 Day Wait \$.34 per \$100 payroll 90 Day Wait \$.28 per \$100 payroll

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EMPLOYER MATCHES PREMIUM.  To calculate your LTD monthly payroll deduction, follow these s	Example: \$40,000 Salary, 30 Day Benefit Waiting Period
Enter Contracted Annual Salary but not more than \$90,000	\$40,000
Divide by Salary by 1200	\$40,000 / 1200 = \$33.34
Multiply by plan rate from table. This is the total monthly cost, which is shared between you and your employer.	\$33.34 x \$.58 = \$19.34
Your share is: 40% if you earn \$25,000 or more 35% if you earn between \$20,000 and \$25,000 30% if you earn between \$15,000 and \$20,000 25% if you earn less than \$15,000	40% of \$19.34 = \$7.74 Sample monthly deduction at \$40,000 Salary

# **NOTES**



## NMPSIA CUSTOMER SERVICE TELEPHONE NUMBERS & WEBSITES

ELIGIBILITY/ENROLLMENT PREMIUM BILLING/COBRA

Erisa Administrative Services, Inc.

**TOLL FREE** 

WEBSITE

1-800-233-3164

nmpsiaonline.nmpsia.com

(click on "Contact Us")

View your enrollment information by logging in to https://nmpsiaonline.nmpsia.com

**MEDICAL** 

**TOLL FREE** 

WEBSITE

BlueCross and BlueShield of New Mexico

1-888-966-7742

bcbsnm.com

Video Visits: mdlive.com/NMPSIA (or visit bcbsnm.com; log in as a member to locate the link)

Presbyterian

1-888-275-7737

phs.org

Video Visits: visit phs.org and click on "Login to MyPres" to locate link

**PRESCRIPTION DRUGS** 

**Express Scripts** 

1-800-498-4904

express-scripts.com

DENTAL

United Concordia

1-888-898-0370

unitedconcordia.com

VISION

**Davis Vision** 

1-800-999-5431

davisvision.com

**LONG-TERM DISABILITY CLAIMS** 

The Standard

1-888-609-9763

standard.com

LIFE CLAIMS

The Standard

1-888-609-9763

standard.com

#### NMPSIA ADMINISTRATIVE OFFICE

Customer Service for Administrative Matters/Claim Issues/Appeals
410 Old Taos Highway . Santa Fe, NM 87501
1-800-548-3724 . 505-988-2736 . 505-983-8670 fax . nmpsia.com



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